DESTIN CITY COUNCIL MEETING
JUNE 15, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM

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

CALL TO ORDER

*** INVOCATION (Paster Steve Farris, First Baptist Church of Destin)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
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. Destin Boathouse & Oyster Bar Forrest Day 5k
   B. BECI CEI Proposal - Community Center Roof
   C. Resolution 26-17 Financial Institution Signature Authority
   D. Approval of Minutes of June 1, 2026 Regular City Council Meeting
   E. Approval of Minutes of June 8, 2026 City Council Budget Workshop #1
4. **CITY MANAGER REPORTS**
   A. Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park
   B. 4th of July Fireworks and Drone Show
   C. Utility Undergrounding Update
   D. FDOT Joint Participation Agreement, US98/SR30 Median Improvements
   E. R&R FY 26 - Airport Road striping
   F. Options for Agent Broker of Record Contract Extension
   G. Equipment Reallocation - Tractor Trade in for two Mowers
   H. Council Vacancy as of July 21, 2026
   I. 3879 Indian Trl Drainage - **Informational Only**
   J. Capital Project Status - **Informational Only**
   K. Operations Financial Report - **Informational Only**
   L. TDC Monthly Report - **Informational Only**
   M. Announcements
5. **PUBLIC HEARINGS**

A. PZ-2026-39 - Pine Street Renaming Request

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

A. Councilmember Braden
B. Councilmember Trammell
C. Councilmember Destin
D. Councilmember Bagby
E. Councilmember Hebert
F. Councilmember Morgan
G. Councilmember Schmidt
H. Mayor Wagner
I. City Attorney

7. PUBLIC COMMENTS

8. ADJOURN

** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation*

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

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

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.

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

ITEM # 2026-864

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Kimberly Montgomery, Deputy City Clerk
Lisa Wallace, City Clerk

DATE: June 2 ,2026

SUBJECT: Destin Boathouse & Oyster Bar Forrest Day 5k

I. BACKGROUND: The Boathouse Oyster Bar is requesting the use of the city streets to hold their Annual 5K road race on June 20, 2026, benefiting Juvenile Diabetes Research Foundation in Memory of Forrest Dalton. They have provided the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race with detailed sections along the route in subsequent pages. The Okaloosa County Sheriff's Posse will control the traffic where necessary and the race sponsors will maintain the traffic elsewhere and remove any debris left after the request. They are also requesting for the parking fees to be waived for the two hours, for the event participants.

II. DISCUSSION: The Destin Boathouse & Oyster Bar respectfully requests the parking fees be waived for the event participants and the registration tent from 7 a.m. to 11 a.m.

A. Link to Strategic Goals / Objectives:

- Enhance Quality of Life.
- Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff required for this event.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: All related and required documentation has been submitted and approved

for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the Boathouse Oyster Bar's Forrest Day 5k run/walk request for use of City streets on June 20, 2026.

Attachments:

1. Boathouse Oyster Bar Forrest Day 5k

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Boathouse Oyster Bar

Type of Event: 5k

Date(s) of Event: Saturday, June 20, 2026 8-10a.m.

Location of Event: Marler Public Parking Start

1.* Certificate of Insurance **(Endorsement to the Policy & Acord is required.)** provided: Yes: √ ***This is required.*** Date on which provided: _____

2.* Hold Harmless **(Signed Original)** provided: Yes: √ ***This is required.*** Date on which provided: _____

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No √ Date written permission granted N/A

4.** Local law enforcement services requested: Yes ___ ***This is required.*** Law enforcement officer contacted: _____

5.** Destin Fire Control District contacted: Yes ___ ***This is required.*** Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: _____ Yes___ ***This is required***

7. Please provide map of race route(s). attached

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: upon finale of race, a crew will be removing all material and trash of event

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: City of Destin marler parking lot

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes___ No√ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? n/a

_____

(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**

HOLD HARMLESS AGREEMENT

Boathouse Oyster Bar agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Forrest 5k to be held on **June 20, 2026**.

In addition, the Boathouse Oyster Bar agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $2,000,000.00.

Boathouse Oyster Bar Inc.
(Corporate Name)

Signature of President

Melissa Schofield President
Print name and print President next to name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on this 13 day of May 2026 by Melissa Schofield who is personally known by me X or has produced identification ____ Type of Identification: _____.

Lanier L Orr
Signature of Notary Taking Acknowledgement

Lanier L Orr
Printed name of Notary Taking Acknowledgement

(Seal)

Notary Public State of Florida
Lanier L Orr
My Commission HH 691457
Expires 7/19/2029

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2026

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

Waldorff Insurance & Bonding an M.E. Wilson Company, LLC.
45 Eglin Parkway NE, Suite 202
Fort Walton Beach, FL 32548

CONTACT NAME: Waldorff Insurance
PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930
E-MAIL ADDRESS: certificates@waldorffinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Seren Hospitality Insurance Group INC	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Boathouse Oyster Bar, Inc. DBA: The Boat...
PO Box 62
Destin, FL 32540

COVERAGES **CERTIFICATE NUMBER:** 378422 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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:	X		SH2601023601	01-04-2026	01-04-2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							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	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] 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	$

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

Named Insured: Boathouse Oyster Bar, Inc. DBA: The Boathouse Oyster Bar
The certificate holder is included as additional insured with regards to the General Liability coverage.
RE: June 20, 2026 5K

CERTIFICATE HOLDER

CITY OF DESTIN
4100 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

© 1988-2025 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

From: Matt Taylor
To: destinaccounting@yahoo.com; Kim Montgomery
Cc: Mike Landis; Jeff Anderson; Justin Blixt; Robert Anderson; Daniel Mills
Subject: RE: Boathouse Oyster Bar - Forrest 5K - June 20, 2026
Date: Monday, June 8, 2026 7:07:09 AM
Attachments: 20260602114845.pdf

Missy,

Thank you for notifying the Destin Fire Control District of the Boathouse Oyster Bar – Forrest 5 K on June 20, 2026. *The appropriate shift has been copied on this e-mail.*

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Division Chief / Fire Marshal
Destin Fire Control District
Cell 850-685-3367
Office 850-837-8413

From: destinaccounting@yahoo.com <destinaccounting@yahoo.com>
Sent: Tuesday, June 2, 2026 12:58 PM
To: Matt Taylor <MTaylor@destinfire.com>; Patrick Maddox <pmaddox@myokaloosa.com>; Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>; tcokonaugher@sheriff-okaloosa.org; Tamara Young Destin PIO <tyoung@cityofdestin.com>; kmontgomery@cityofdestin.com; Lisa Firth <lfirth@cityofdestin.com>

From:	Patrick Maddox
To:	"destinaccounting@yahoo.com"; Matt Taylor; Joseph J. Fulghum; tcokonaugher@sheriff-okaloosa.org; Tamara Young; Kim Montgomery; Lisa Firth; Darrel Welborn; Craig Coffey; Angela Overly
Subject:	RE: Boathouse Oyster Bar - Forrest 5K - June 20, 2026
Date:	Tuesday, June 2, 2026 1:05:10 PM
Attachments:	image003.png image004.png

Good Afternoon All,

No objection from Public Safety pending S/O traffic safety plan approval. Note, Marler Park (start point) is a public County park with 80 standard parking spaces and 36 boat trailer spaces- it will be busy in June. Parking is first come-first served.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com

From: destinaccounting@yahoo.com <destinaccounting@yahoo.com>
Sent: Tuesday, June 2, 2026 12:58 PM
To: Matt Taylor <mtaylor@destinfire.com>; Patrick Maddox <pmaddox@myokaloosa.com>; Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>; tcokonaugher@sheriff-okaloosa.org; Tamara Young Destin PIO <tyoung@cityofdestin.com>; kmontgomery@cityofdestin.com; Lisa Firth <lfirth@cityofdestin.com>
Subject: Boathouse Oyster Bar - Forrest 5K - June 20, 2026

Good afternoon everyone -

From: destinaccounting@yahoo.com
To: Kim Montgomery
Subject: Fw: Boathouse Oyster Bar - Forrest 5K - June 20, 2026
Date: Friday, June 5, 2026 1:18:14 PM

See below.

Fire Dept (Matt Taylor) should be the only thing left.

Thank you,

Missy Schofield
Destin Accounting Group, Inc.
PO Box 62 Destin, FL. 32540
(850) 533-1004
destinaccounting@yahoo.com

----- Forwarded Message -----
From: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
To: destinaccounting@yahoo.com <destinaccounting@yahoo.com>
Cc: Brian M. Parkton <bparkton@sheriff-okaloosa.org>
Sent: Thursday, June 4, 2026 at 01:48:38 PM CDT
Subject: FW: Boathouse Oyster Bar - Forrest 5K - June 20, 2026

Approved.

Joseph Jason Fulghum
Captain, East District
Okaloosa County Sheriff's Office
4300 E. Legendary Dr. Suite 250
Destin, Fl 32541
(850)613-2208

From: Brian M. Parkton <bparkton@sheriff-okaloosa.org>
Sent: Thursday, June 4, 2026 12:16 PM
To: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Subject: FW: Boathouse Oyster Bar - Forrest 5K - June 20, 2026

Same as last year. No changes.

Kim Montgomery

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Wednesday, June 10, 2026 3:51 PM
To: Jamie Haynes; Kim Montgomery
Cc: Sheri Bethea; Lisa Wallace; Sharon Gardner
Subject: Re: Boathouse Oyster Bar Forrest 5k for Monday's CC meeting

Thank you, with the exception of Jamie's note, this looks good to me.

Just to clear up any confusion, I believe Kim will be at the CC meeting this Monday although I covered the workshop this past Monday.

From: Jamie Haynes <jhaynes@cityofdestin.com>
Sent: Wednesday, June 10, 2026 3:41 PM
To: Kim Montgomery <kmontgomery@cityofdestin.com>; Kyle Bauman <kbauman@asglegal.com>
Cc: Sheri Bethea <sbethea@cityofdestin.com>; Lisa Wallace <lwallace@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
Subject: RE: Boathouse Oyster Bar Forrest 5k for Monday's CC meeting

The date just needs to be added to the hold harmless. COI looks good so approved from the risk side.

Thank you,

Jamie



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Wednesday, June 10, 2026 3:35 PM
To: Kyle Bauman <kbauman@asglegal.com>; Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Sheri Bethea <sbethea@cityofdestin.com>; Lisa Wallace <lwallace@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
Subject: FW: Boathouse Oyster Bar Forrest 5k for Monday's CC meeting
Importance: High

Good afternoon Kyle,

I have sent this to Jamie & KK a couple times, not realizing that Kim will not be at the CC meeting this Monday, can you please look this over for your legal approval, if everything seems to be in order to you, and reply to all on this email with your ok. Thank you and sorry for the last minute.

Jamie please look over for Risk purposes. This is going on Monday's as the run is on the 20th.

-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin |4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $28.00 per hour, after the first 15-minutes; for time spent on research.**

From: Kim Montgomery
Sent: Monday, June 8, 2026 9:31 AM
To: Jamie Haynes <jhaynes@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>
Cc: Lisa Wallace <lwallace@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>
Subject: RE: Boathouse Oyster Bar Forrest 5k

Sorry I meant to attach the request, and didn't…

-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin |4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $28.00 per hour, after the first 15-minutes; for time spent on research.**

From: Kim Montgomery
Sent: Monday, June 8, 2026 9:30 AM
To: Jamie Haynes <jhaynes@cityofdestin.com>; 'Kimberly Kopp' <kkopp@romanokopplaw.com>
Cc: Lisa Wallace <lwallace@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>
Subject: RE: Boathouse Oyster Bar Forrest 5k
Importance: High

Good morning,

Here is the request with all the necessary email responses from DFCD, OCEMS & OCSO. Please review so that I can place it on next Monday's City Council Agenda.

Just a reminder they are asking for the fees to be waived for the participants again this year at the Marler Parking Lot for the two hours from 8-10 a.m.

-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin |4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $28.00 per hour, after the first 15-minutes; for time spent on research.**

From: Kim Montgomery
Sent: Friday, June 5, 2026 1:01 PM
To: Jamie Haynes <jhaynes@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>
Cc: Lisa Wallace <lwallace@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Subject: Boathouse Oyster Bar Forrest 5k
Importance: High

Afternoon ladies,

Please find attached the request for use of city ROW for the 6/20/26 Forrest Day 5k. They are also asking for the fees for parking to be waived for the 2 hours estimated at the Marler Parking Lot where they have always started and finished the race. I have the email from the OCEMS-Maddox, however, I am still waiting on the OCSO and the DFCD emails. But I wanted to get this going since we are quickly running out of time.

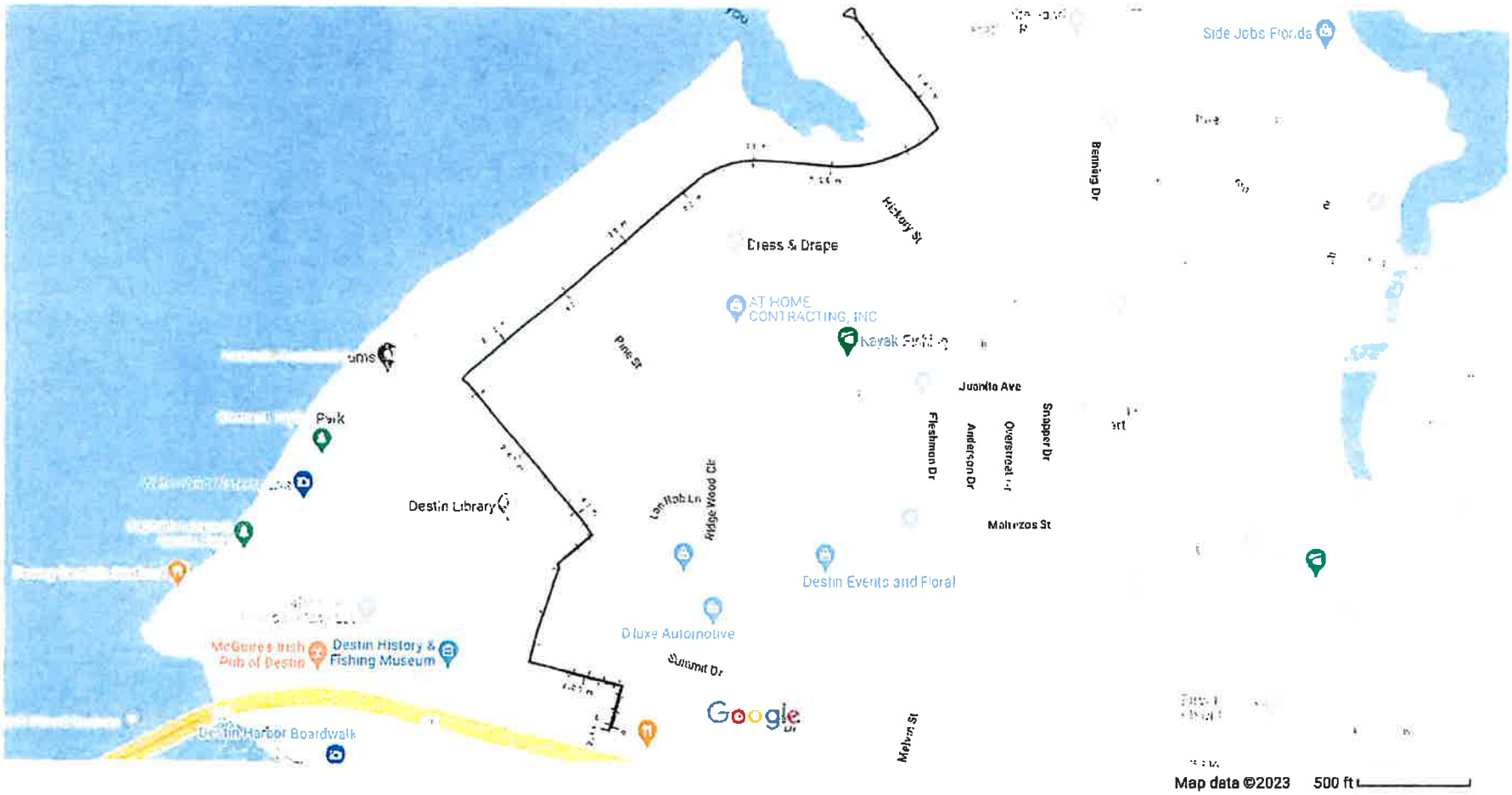
-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin |4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $28.00 per hour, after the first 15-minutes; for time spent on research.**

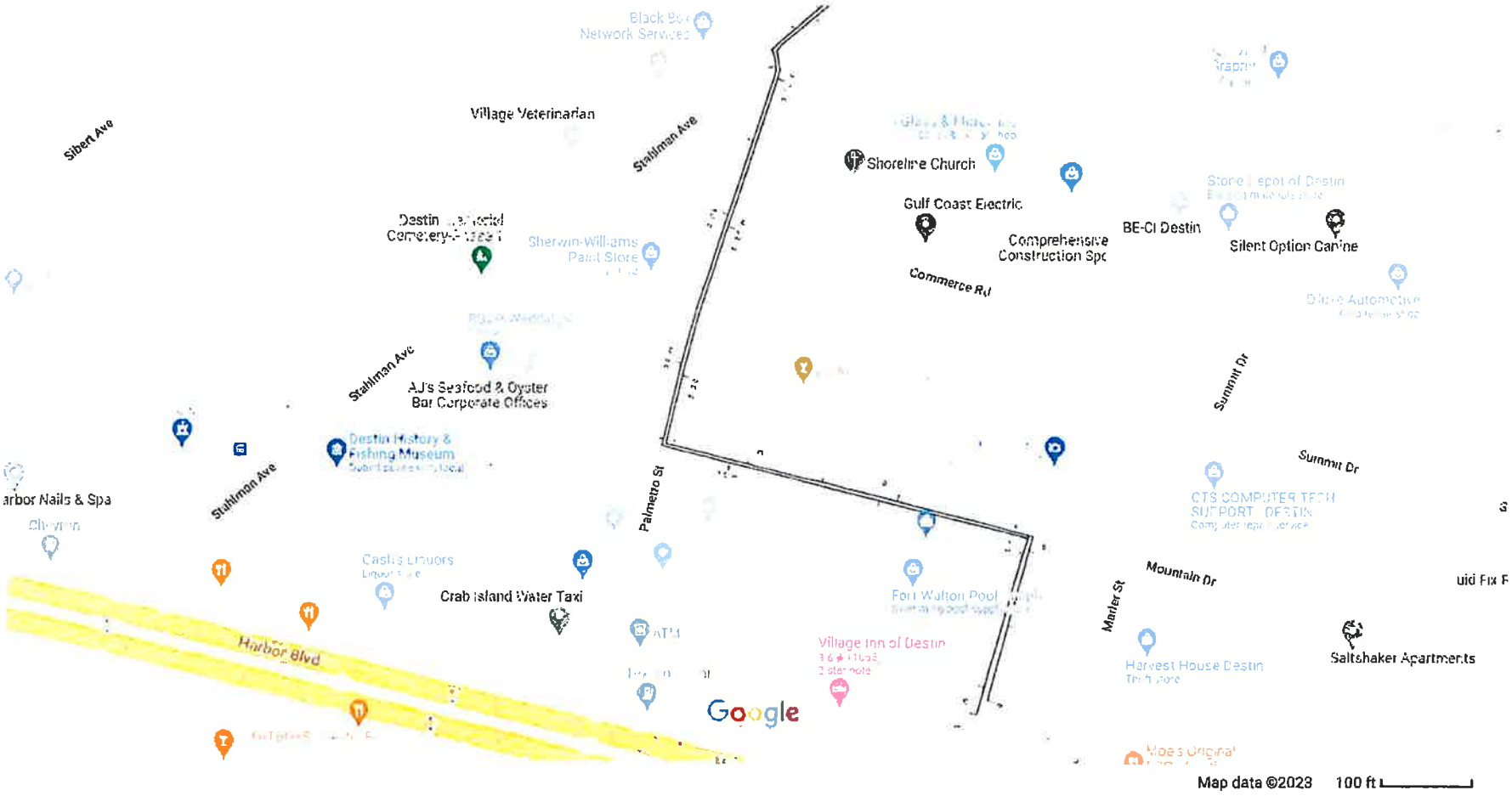
"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

Google Maps 5 K route



Measure distance
Total area: 54,005.72 ft² (5,017.30 m²)
Total distance: 3.11 mi (5.00 km)

Google Maps 5K route section 1

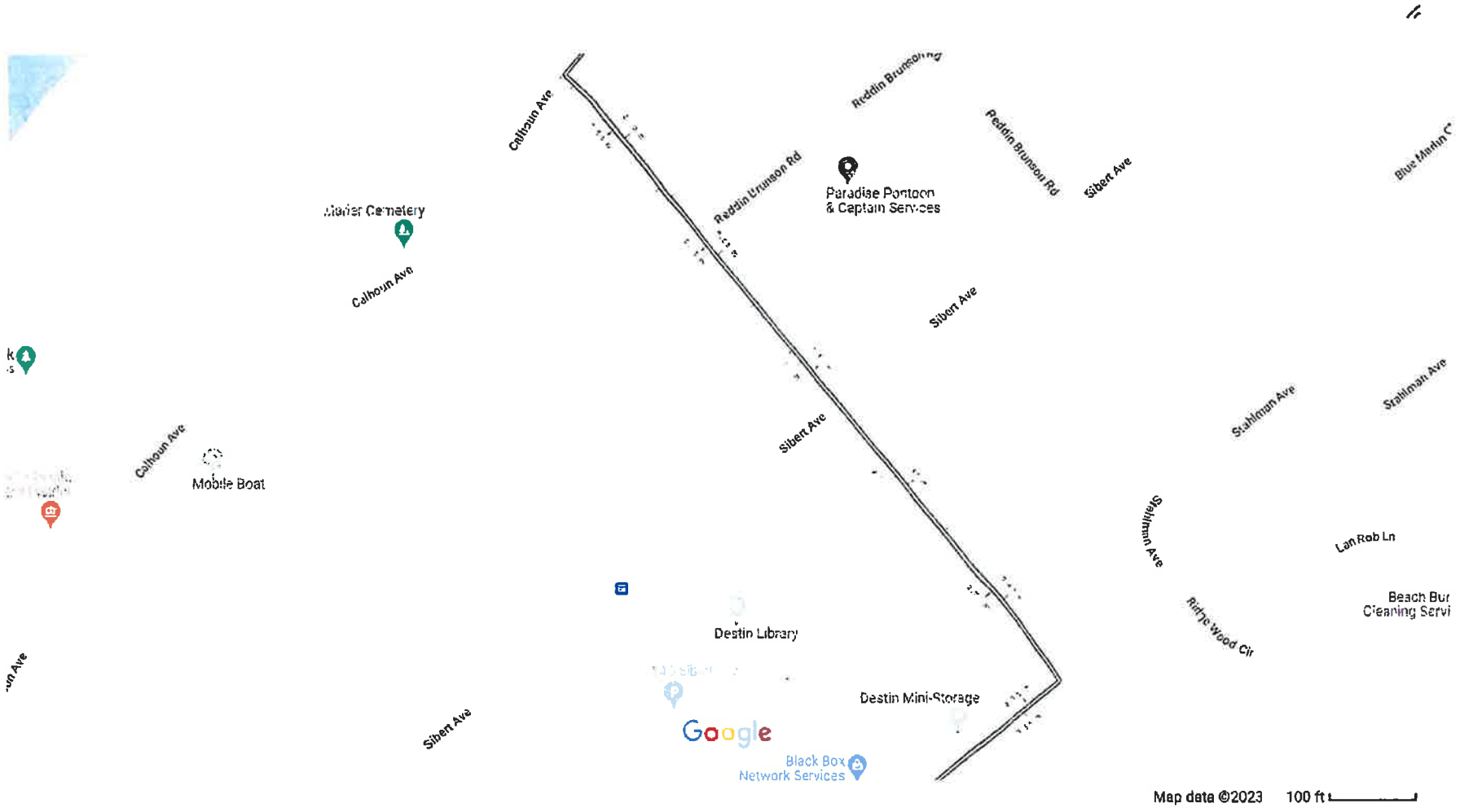


Measure distance

Total area: 54,005.72 ft² (5,017.30 m²)

Total distance: 3.11 mi (5.00 km)

Google Maps 5Ksection 2



Measure distance
Total area: 54,005.72 ft² (5,017.30 m²)
Total distance: 3.11 mi (5.00 km)

Google Maps 5K section 3



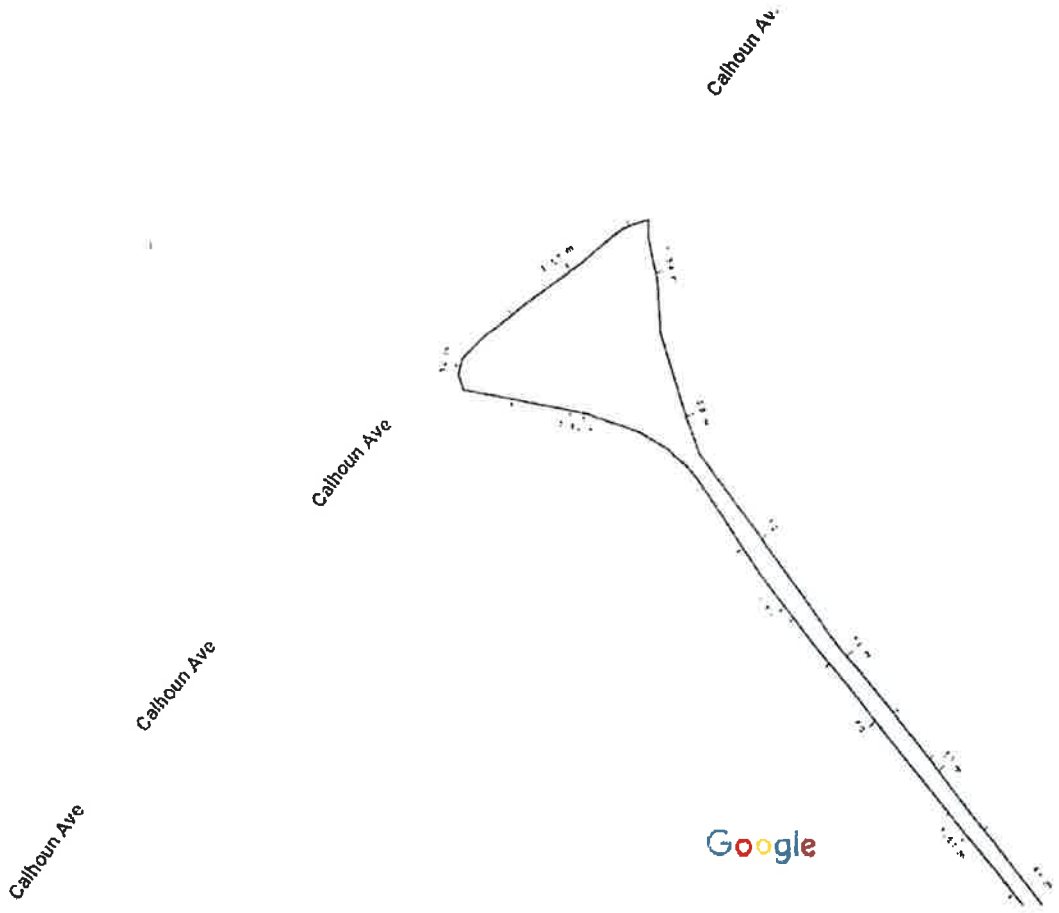
Measure distance
Total area: 54,005.72 ft² (5,017.30 m²)
Total distance: 3.11 mi (5.00 km)

Google Maps 5K section 4



Measure distance
Total area: 54,005.72 ft² (5,017.30 m²)
Total distance: 3.11 mi (5.00 km)

Google Maps 5K route section 5 Turn around point



Map data ©2023 20 ft

Measure distance
Total area: 54,005.72 ft² (5,017.30 m²)
Total distance: 3.11 mi (5.00 km)

ITEM # 2026-882

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: Larry Jones , City Manager

DATE: 6/8/2026

SUBJECT: BECI CEI Proposal - Community Center Roof

I. BACKGROUND: The roof replacement project was awarded to Inland Construction and Engineering. BECI has provided a proposal to provide pre-construction services, contract administration, and post-construction services that will support the roof replacement project. BECI developed the scope of work and the RFB for the procurement package that the city used to select a contractor. These additional services can be added through a change order to the original contract.

II. DISCUSSION: The attached BECI proposal outlines a comprehensive suite of services designed to guarantee a successful roof replacement. By ensuring strict adherence to all structural building codes and manufacturer specifications, these services will fully protect and validate the material warranty.

Services that this proposal includes are as follows:

1. **Pre- Construction Services:**
   A. BECI will review Contractor's Commencement Data, as it relates to Schedules, Submittals, Shop Drawings, and Insurance Certificates. Once all these documents have been submitted and reviewed, BECI will schedule a Pre-Construction Conference with the approved Contractor and Client.

   B. BECI will conduct a Pre-Construction Conference with the approved Contractor, Sub-Contractors, Material Manufacturer Representatives, and Client. Minutes of this meeting will be recorded, transmitted, and become part of the Contract Documents. Topics to be discussed during, the course of this meeting shall include, but are not limited to the following:
      1. Review of executed Contracts, Bonds, Schedule of Values and Scope of Work.
      2. Establish proper chain of command protocols, work hours, staging areas, and inspection procedures.
      3. Establish time for progress meetings and location.
      4. Safety issues.

2. **Contract Administration:**
   A. BECI will conduct bi-weekly Job Progress Meetings with the approved Contractor, Sub-Contractors, Material Manufacturer Representatives, and Board Representative(s). Topics to be discussed during, the course of this meeting shall include, but are not limited to the following:
      1. Safety
      2. Review of executed work and 2-week look ahead.
      3. Review of Contractor's Schedules and additional Submittals and/or Shop Drawings.
      4. Review Consultant's previous Quality Assurance site observations.
      5. Review Construction Directives, Pay Applications, and any proposed Change Orders.
      6. Q & A.
      7. Minutes of this meeting will be recorded, transmitted, and become part of the Contract Documents. All submittals will be reviewed for compliance with Industry Standards and the Contract Documents.

   B. BECI will conduct periodic observations on a weekly basis of the work in progress, to determine if the work observed is in, compliance with the Contract Documents. Observation reports will be developed and shall include, but not be limited to the following information:
      1. Date of the inspection.
      2. Areas of work performed in compliance and items of work performed not in compliance with the Contract Documents.
      3. Weather conditions and 24-Hour forecast.
      4. Notification of individuals' onsite, such as material representatives or building inspector.
      5. Problems and Resolution section for future matters.
      6. Photograph documentation of typical areas observed.

      7. BECI will review each of the Contractors Application and Certificate for Payment (Payment Applications), lien releases, as well as any accompanying change order documents. Each application will be reviewed for accuracy and compliance with the terms of the Contract and then provide these documents to the Owner with a recommended course of action.

3. **Post-Construction Services:**
   A. BECI, along with Owner's Representative, will perform one (1) contract compliance punch list at the substantial completion period inclusive of Field Report..

   B. BECI will review of all written warranties and collect all project closeout documents from the Contractor, prior to final payment.

   C. Upon completion of the project, BECI shall provide the Client with an electronic set of As-Built Restoration Documents.

A. Link to Strategic Goals / Objectives: IV. Effective, efficient and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): The price for this proposal is $29,500. Funds are budgeted

in the Adopted FY 2026 budget.

	301.5721.565000 Renew/Replace - Community Center - Capital Projects Proj: 100049
FY 26 Adopted Budget*	$ 730,000
Internal Budget Transfers	-
Revised Budget	730,000
Previous Expenses/Encumbrances	(674,603)
Available Program Budget	55,397
This Agreement +(-)	(29,500)
FY 26 Remaining Program Budget	$ 25,897

C. **Level of Service (LOS):** LOS will be increased.
D. **Legislative Sponsor:**
E. **Business Impact Statement:**

III. CONCLUSION: The attached BECI proposal details the services required for a successful roof replacement. These steps guarantee that the installation meets all manufacturer and building code standards. Staff believe these services are necessary and recommend that the council approve the proposal.

IV. RECOMMENDED MOTION: I move the City Council approve the proposal dated June 4, 2026 from BECI for additional services and instruct the City Manager to execute.

Attachments:

1. Destin Community Center - Change Order #1
2. BECI Proposal - executed



BECI

Servicing offices Nationwide, from coast to coast



CHANGE ORDER PROPOSAL

building enclosure consulting services



Destin Community Center - Contract Administration

Date Submitted:
June 04, 2026

Project Address

101 Stahlman Ave.
Destin, FL 32541

Proposed by:

Max Saeman

ADDITIONAL SERVICES - CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION:

1. **Pre- Construction Services:**
   A. BECI will review Contractor's Commencement Data, as it relates to Schedules, Submittals, Shop Drawings, and Insurance Certificates. Once all these documents have been submitted and reviewed, BECI will schedule a Pre-Construction Conference with the approved Contractor and Client.

   B. BECI will conduct a Pre-Construction Conference with the approved Contractor, Sub-Contractors, Material Manufacturer Representatives, and Client. Minutes of this meeting will be recorded, transmitted, and become part of the Contract Documents. Topics to be discussed during, the course of this meeting shall include, but are not limited to the following:
      1. Review of executed Contracts, Bonds, Schedule of Values and Scope of Work.
      2. Establish proper chain of command protocols, work hours, staging areas, and inspection procedures.
      3. Establish time for progress meetings and location.
      4. Safety issues.

2. **Contract Administration:**
   A. BECI will conduct bi-weekly Job Progress Meetings with the approved Contractor, Sub-Contractors, Material Manufacturer Representatives, and Board Representative(s). Topics to be discussed during, the course of this meeting shall include, but are not limited to the following:
      1. Safety
      2. Review of executed work and 2-week look ahead.
      3. Review of Contractor's Schedules and additional Submittals and/or Shop Drawings.
      4. Review Consultant's previous Quality Assurance site observations.
      5. Review Construction Directives, Pay Applications, and any proposed Change Orders.
      6. Q & A.
      7. Minutes of this meeting will be recorded, transmitted, and become part of the Contract Documents. All submittals will be reviewed for compliance with Industry Standards and the Contract Documents.

   B. BECI will conduct periodic observations on a weekly basis of the work in progress, to determine if the work observed is in, compliance with the Contract Documents. Observation reports will be developed and shall include, but not be limited to the following information:
      1. Date of the inspection.
      2. Areas of work performed in compliance and items of work performed not in compliance with the Contract Documents.
      3. Weather conditions and 24-Hour forecast.
      4. Notification of individuals' onsite, such as material representatives or building inspector.
      5. Problems and Resolution section for future matters.
      6. Photograph documentation of typical areas observed.

7. BECI will review each of the Contractors Application and Certificate for Payment (Payment Applications), lien releases, as well as any accompanying change order documents. Each application will be reviewed for accuracy and compliance with the terms of the Contract and then provide these documents to the Owner with a recommended course of action.

3. **Post-Construction Services:**
   A. BECI, along with Owner's Representative, will perform one (1) contract compliance punch list at the substantial completion period inclusive of Field Report..
   B. BECI will review of all written warranties and collect all project closeout documents from the Contractor, prior to final payment.
   C. Upon completion of the project, BECI shall provide the Client with an electronic set of As-Built Restoration Documents.

YOUR INVESTMENT

Description	Price	Qty	Subtotal
Pre-Construction Services As outlined in Pre-Construction Services scope			$4,500
Contract Administration As outlined in Contract Administration scope and includes services listed below: ***Weekly Project Site Visits*** ***Bi-Weekly Job Progress Meetings*** ***Monthly Pay Applications*** Note: Contract Administration Services are billed at a Weekly Rate for an estimated 10-Week Project Duration. Project duration may differ upon receipt of bids from Contractors. If additional site visits are required, BECI shall submit a Change Order request for approval from the client prior to exceeding enumerated site visits at the weekly rate provided herein.	$1,950	10	$19,500
Contract Administration Services are billed at a Weekly Rate for an estimated 10-Week Project Duration. If additional site visits are required exceeding the estimated 10-Week Project Duration, BECI shall submit a Change Order request for written approval from the client prior to exceeding enumerated site visits at the weekly rate of $1,950 per week.			
Post Construction Services As outlined in Post Construction Services scope			$5,500
Total			**$29,500**

Please Note:
We understand that the Total Lump Sum Contract Fee is for budgetary purposes only and the fee for actual services provided may vary due to an increase or decrease in the quantity of services requested.

YOUR INVESTMENT

Please Note:

This Change Order forms a part of the Contract Documents and modifies the original Contract for Professional Services between BECI and the Client, which is dated **May 16, 2025** and executed on **June 14, 2025.**

BECI shall proceed with the services described in this Change Order upon receiving an executed copy of this Change Order.

All proposed services of work not specifically described are hereby not included within this Change Order, unless otherwise agreed to in writing by both parties.

Invoicing shall be submitted on a monthly basis corresponding to the percentage of work performed by BECI and the previously agreed upon Terms within the original Contract and this Change Order.

Contract Values	Subtotal
Original Executed Contract Value	$29,000
Previous Accepted Change Order Value	$0
Current Change Order Value	$29,500
New Total Contract Value	**$58,500**

NEXT STEPS

1. Please review this proposal in detail prior to accepting. The previously agreed upon Terms & Conditions within the Original Contract will be carried during this change order. We want to ensure you are 100% comfortable with everything presented.
2. If you have any questions at all, please contact me at (201) 913-6505 or msaeman@be-ci.com for clarification or further discussion.
3. Once you are ready to proceed, please click **'Accept Proposal' and sign** below. Once accepted, you will receive an email with the completed proposal for your records.



June 04, 2026

BECI-Florida, LLC. | Michael Fell, *Chief Financial Officer*

SIGNATURE
Larry Jones

Not yet accepted

City of Destin | Larry Jones, *City Manager*

THANK YOU

Hello Larry,

When **BECI** began in the mid 90's it was started with a passion for solving problems. Our founder Jim Fell Sr. infused our core values of People, Knowledge, Servant, and Balance into everything he did as he grew from a one man operation to a full blown engineering corporation. Mr. Fell's passion is still alive today in everything we do at **BECI** and you will soon experience what consulting should be. At **BECI**, YOU are our mission. Our sole focus is providing you with the best service possible while providing sound advice as you navigate the waters of the most critical elements of your building so that we can continue to serve you year after year; project after project. Our team utilizes our "Sensible Approach to Building Enclosure Solutions" to ensure that when we solve problems, it's the most effective solution, not the most costly.

Welcome to the **BECI** family!

We know you have many choices in consultants and are humbled you chose us, THANK YOU! I know you will not be disappointed.

Regards,

Joseph Ferrell, PE

CEO

BECI LEADERSHIP TEAM



Joseph Ferrell, PE, RRC
Chief Executive Officer



Michael Fell, RWC, RS
Chief Financial Officer



Jimmy Fell, CSI, CDT
Chief Experience Officer



Josh Tatum, PE, RRC, RRO
Chief Operations Officer

BECI-Corporate, Inc.
Servicing Nationwide with offices located in:
Alabama - Arizona - Colorado - Florida
Georgia - Louisiana - North Carolina
Tennessee - Texas



BECI

PROJECT PROPOSAL

building enclosure
consulting services

DATE:
NOT YET SUBMITTED

PROPOSED BY:
MAX SAEMAN

MEET THE TEAM

Prepared for:

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
Larry Jones - City Manager
ljones@cityofdestin.com -

Destin Community Center (Document Development)

located at
101 Stahlman Ave
Destin, FL 32541

Hello Larry:

Please accept this as **BECI's** proposal, and response to your request for Building Enclosure Consulting Services. We have put together this proposal understanding your current challenges. Thank you for the opportunity to provide a proposal for your project.

BECI is looking forward to becoming your Building Enclosure Service provider for this project and we are prepared to schedule our services after receiving an executed Agreement or Notice to Proceed. To expedite this process, we have provided our standard General Terms and Conditions as an attachment to your proposal package, along with other key information about **BECI.** Should you prefer to utilize a different agreement form, please email it over so we can start our review.

We truly appreciate this opportunity. Should you have any questions concerning the information contained within this proposal package, please contact me anytime at (201) 913-6505 or msaeman@be-ci.com.

Respectfully Submitted,

BECI-Florida, LLC.

Max Saeman
Business Development Consultant



Max Saeman, MBA
Business Development Consultant



Chase McInnis, RRO, REWO
Branch Manager



Gordon Porter, REWO, FAA sUAS
Senior Project Manager I

WHAT TO EXPECT

A SENSIBLE APPROACH

BECI offers building enclosure consulting services that ensure that all six sides of your building are protected from water intrusion. We leverage our extensive experience to assist our clients in achieving their objectives. Everything we do is guided by our four Core Values (People, Knowledge, Service, Balance). This lets us build lasting relationships with our clients and employees.

01 CONNECT

Connect with someone from our talented sales team. At BECI, we put people first to give you a thoughtful and detailed explanation of what we offer to add value to your project.

02 PLAN

BECI will collaborate with you to find the best solutions for your building enclosure challenges, ensuring our services align with your project and budget. We're excited to partner with you for efficient resource use.

03 EXECUTE

Once the plan is set, we pride ourselves on execution. Our team provides world-class work ethic, knowledge, and experience to guarantee our unmatched responsiveness.

SUMMARY OF SERVICES

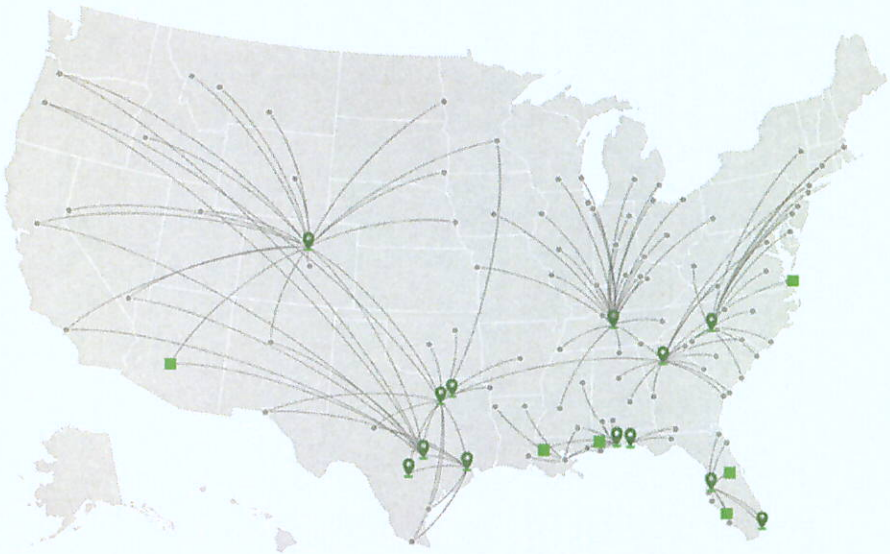
Here is the list of services we intend to use to solve your challenges:

- Document Development

FOLLOW-UP SERVICES

Here is the list of services we believe add value to your project beyond current scope:

- Pre-Construction Services
- Construction Inspection
- Contract Administration
- Post Construction Services



Destin Community Center (Document Development)

DOCUMENT DEVELOPMENT

1. Prior to preparing the bidding documents, BECI will review any available construction drawings and meet with the Client to discuss the history of the property, their goals and budget expectations. Based upon the Client's goals, BECI will develop Bidding Documents for the following anticipated scope items:
   A. **Removal of existing standing seam metal roof**
   B. **Removal and replacement of deteriorated plywood decking, as necessary, and re-nailing existing decking that is not replaced.**
   C. **Installation of new high-temperature underlayment**
   D. **Installation of new standing seam metal panel roof assembly**
   E. **Removal of existing EIFS cladding system at all elevations**
   F. **Installation of new exterior grade gypsum sheathing**
   G. **Application of new fluid applied weather resistive barrier (WRB) at all elevations**
   H. **Installation of new drainable EIFS cladding system**
   I. **Installation of new pre-finished aluminum head flashings at windows, as necessary**
   J. **Installation of new through wall flashings at the base of wall and floor lines, as necessary**
   K. **Removal and replacement of all window and door perimeter sealants**
   L. **Application of new vertical wall coatings at all elevations**
   M. **Application of new high-performance metal coatings to the steel entry and access swing doors, as necessary**
   N. **Removal and replacement of the existing aluminum framed storefront window assemblies at the South Elevation lobby**
2. The Bidding Documents will include all Bidding Requirements, Scope of Work, Construction Drawings and Details, as required, and an Administrative Section that will cover the General Contract, General Conditions, and special condition sections for all the Client's requirements. Above enumerated components shall be considered the Project Manual for the restoration.
3. BECI will recommend inviting at least three (3) licensed **Florida** General Contractors, who have previously completed similar projects (subject to the Client's approval). All contractors invited to bid the project will be required to submit an AIA A-305 Contractor's Qualification Form, prior to attending the Pre-Bid Meeting.
4. Once the Bid Documents are approximately 90% complete, BECI will submit the documents to the Client for review and final approval of the specified scope of work. Once the bid documents are approved by the Client, in writing, BECI will coordinate and conduct a Pre-Bid Conference on-site and with the Client's Representative(s) and bidding Contractors (subject to the Client's approval). Minutes of this meeting will be taken, documented, and become part of the Contract Documents. BECI will answer questions from the contractors (RFI's), tabulate all bids and prepare a spreadsheet showing the base bid(s), alternates, and unit costs in a comparative format. We will also provide the Client our estimate of unit cost usage and contingency costs that should be included in the final budget. We will also consult with the Client and incorporate in the bid documents all time limits for construction activity, agreed upon changes in scope, finalized alternates, as well as a proposed penalty clause, if applicable, to be part of the contract

YOUR INVESTMENT

Description	Price	Qty	Subtotal
Document Development ** As outlined in Document Development scope.			$29,000
*** - Plus Expenses** **** - Expenses Included**			
Total			**$29,000**

Please Note:
We understand that the Total Lump Sum Contract Fee is for budgetary purposes only and the actual fee for any services provided may vary due to an increase or decrease in the quantity of services requested.

CLIENT INFORMATION

Invoicing will be submitted on a monthly basis and payable within thirty (30) days of the invoice date. Overdue invoices are subject to 1.5% interest per month, plus any customary and reasonable Attorney's Fees and Collection Costs. Payments shall be delivered to:

Dept # 6547
BECI-Corporate, Inc.
P.O. Box 11407
Birmingham, AL 35246-6547

Invoice Delivery Method (Select ONE Method)

☐ **Email Address:**	Email Address
☐ **USPS Address:**	USPS Address

INVOICING TO BE DIRECTED TO:

Company Name:	Company Name City of Destin
Attention:	Contact Name

Through Aclarian Link/ City of Destin

NEXT STEPS

1. Please review this proposal in detail as well as our **TERMS AND CONDITIONS** prior to accepting. We want to ensure you are 100% comfortable with everything presented.
2. If you have any questions at all, please contact me at (201) 913-6505 or msaeman@be-ci.com for clarification or further discussion.
3. Once you are ready to proceed, please click **'Accept Proposal' and sign** below. Once accepted, you will receive an email with the completed proposal for your records.

Not yet submitted

BECI-Florida, LLC. | Michael Fell, *Chief Financial Officer*

SIGNATURE
Larry Jones

Not yet accepted

City of Destin | Larry Jones, *City Manager*

THANK YOU

Hello Larry,

When **BECI** began in the mid 90's it was started with a passion for solving problems. Our founder Jim Fell Sr. infused our core values of People, Knowledge, Servant, and Balance into everything he did as he grew from a one man operation to a full blown engineering corporation. Mr. Fell's passion is still alive today in everything we do at **BECI** and you will soon experience what consulting should be. At **BECI**, YOU are our mission. Our sole focus is providing you with the best service possible while providing sound advice as you navigate the waters of the most critical elements of your building so that we can continue to serve you year after year; project after project. Our team utilizes our "Sensible Approach to Building Enclosure Solutions" to ensure that when we solve problems, it's the most effective solution, not the most costly.

Welcome to the **BECI** family!

We know you have many choices in consultants and are humbled you chose us, THANK YOU! I know you will not be disappointed.

Regards,

Joseph Ferrell, PE

CEO

BECI LEADERSHIP TEAM



Joseph Ferrell, PE, RRC
Chief Executive Officer



Michael Fell, RWC, RS
Chief Financial Officer



Jimmy Fell, CSI, CDT
Chief Experience Officer



Josh Tatum, PE, RRC, RRO
Chief Operations Officer

ITEM # 2026-879

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: June 9, 2026

SUBJECT: Resolution 26-17 Financial Institution Signature Authority

I. BACKGROUND: The last financial institution signature authorization resolution was approved in February 2026. An updated resolution is required because of the change in City Clerk. The resolution has been updated to reflect this change.

II. DISCUSSION: With this resolution, we replace the name of Rey Bailey (recently retired) with the name of our new City Clerk, Lisa Wallace. All other signatories remain the same. This resolution reinforces our dual signature rules for opening accounts with financial institutions while also allowing Ms. Strickland to enhance the cash management services provided by Trustmark, FL Prime, and Raymond James, like fraud alerts, setting up dual controls for internal and external cash transfers, and adjustments to merchant services.

The City's prior signatory resolution (26-03), and updated resolution (26-17), are attached hereto.

A. Link to Strategic Goals / Objectives: Goal #1: Financially sound city providing service excellence

B. Effect on Budget (EOB): No effect on budget.

C. Level of Service (LOS): To improve safety and security of City assets.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff recommends adopting Resolution 26-17 to update signature authority.

IV. RECOMMENDED MOTION: I move to adopt Resolution 26-17.

Attachments:

1. Resolution 26-03 Amending Signature Authorization
2. 26-17 Signatory Resolution update 061526

RESOLUTION 26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING CERTAIN FINANCIAL INSTITUTIONS TO AMEND SIGNATURE AUTHORIZATION FOR ALL PRESENT AND FUTURE FINANCIAL ACCOUNTS WITH THE CITY OF DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

Section 1. Financial Institutions with which the City currently does and in the future will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.

Larry D. Jones, City Manager

Krystal Strickland, Finance Director

Robert T. Wagner, Mayor

Terésa Hebert, Mayor Pro Tem

Reynaldo Bailey, City Clerk

Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

Section 5. Effective Date. This Resolution shall become effective on February 2nd, 2026 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 2ND DAY OF FEBRUARY, 2026.

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

Approved as to form and legal sufficiency for the City of Destin, only.

Kimberly Romano Kopp, City Attorney

RESOLUTION 26-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING CERTAIN FINANCIAL INSTITUTIONS TO AMEND SIGNATURE AUTHORIZATION FOR ALL PRESENT AND FUTURE FINANCIAL ACCOUNTS WITH THE CITY OF DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

Section 1. Financial Institutions with which the City currently does and in the future will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.

_____ _____

Larry D. Jones, City Manager Krystal Strickland, Finance Director

_____ _____

Robert T. Wagner, Mayor Terésa Hebert, Mayor Pro Tem

_____

Lisa Wallace, City Clerk

Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

Section 5. Effective Date. This Resolution shall become effective on June 15, 2026 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 15TH DAY OF JUNE, 2026.

By:

_____
Bobby Wagner, Mayor

ATTEST:

_____
Lisa Wallace, City Clerk

Approved as to form and legal sufficiency for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 1, 2026
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
Mayor Pro-Tem Teresa Herbert
Councilmember Jim Bagby
Councilmember Rodney Braden
Councilmember Dewey Destin
Councilmember Chatham Morgan
Councilmember Sandy Trammell
Councilmember Kevin Schmidt

Destin City Staff

City Manager Larry Jones
Parks and Recreation Director Lisa Firth
Public Information Director Tamara Young
Public Works Director Michael Burgess
Community Development Director Tina Deater
Projects and Grants Manager Jeff Cozadd
City Attorney Kimberly Kopp
City Clerk Lisa Wallace
Operations Supervisor Chris Koch
City Engineer Robert Tomesek
Finance Director Krystal Strickland
Systems Administrator James Lauria
Principal Planner Daniel Butler

CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve the agenda. Motion passed 7-0.

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

A. Request to Speak about Safety – Wesley Poole

Mr. Wesley Poole, a long-time resident, stated that Destin has grown significantly from its days as a small fishing village and expressed concerns about pedestrian and bicycle safety throughout the city. He described a recent bicycle accident caused by a walkway issue and cited numerous hazards along sidewalks and pathways, including cracked or missing pavement, sand accumulation, exposed utility wires and anchors, drainage structures, overgrown vegetation, construction-related obstructions, and other maintenance concerns. He also raised concerns about

traffic conditions along U.S. Highway 98, the safety of bike lanes, and the impacts of continued growth and tourism on local infrastructure. He encouraged the City to improve walkway conditions, address safety hazards, and consider measures to manage growth and reduce traffic impacts.

2. PUBLIC COMMENTS

Mayor Wagner announced that public comments regarding Item 4B, Update of State-Acquired Land, would be heard at the time the item is presented to keep all discussion consolidated. He then called for any other public comments.

Ricky Lyn Grant stated that he has been reflecting on ways to become more involved in helping the community and expressed interest in participating in local volunteer efforts, including environmental cleanups that he was unable to attend. He discussed an interest in environmental stewardship and organizations focused on conservation and suggested he may be able to contribute through public works or similar efforts. Mr. Grant also shared personal updates regarding employment, stating that he is seeking work with a wholesale company and focusing on gaining practical life skills and knowledge. He described challenges related to his current living situation and his goal of improving his circumstances while remaining engaged in the community.

Dave Clausen, President of Choctawhatchee Audubon Society, spoke in support of replacing a Fourth of July fireworks display with a drone show, citing concerns about impacts on nesting shorebirds at Noriego Point. He explained that least terns and black skimmers, both state-threatened species, are currently nesting at the site and that loud disturbances can cause birds to abandon nests and leave chicks vulnerable. He noted that Noriego Point has become an important nesting area for these species and emphasized the conservation value of protecting the habitat. Mr. Clausen stated that a drone show would provide a community celebration while minimizing impacts on wildlife, and he encouraged the City Council to support a drone show as a conservation-focused alternative to fireworks.

Misty Pounders, a representative of the Choctawhatchee Audubon Society, also spoke in support of replacing the City's Fourth of July fireworks display with a drone show and making the change permanent. She stated that fireworks can negatively affect nesting shorebirds by causing adults to leave nests, exposing chicks to predators and environmental stress, and noted concerns about debris left on beaches and in coastal waters. She also highlighted drone shows as a quieter and more environmentally friendly alternative that may also benefit individuals sensitive to loud noises, including veterans with PTSD. She emphasized the importance of protecting local wildlife and natural resources and urged the city to proceed with a drone show as a long-term tradition.

Penelope Main, a member of the Audubon Society and a volunteer shorebird steward, spoke in favor of a drone show in place of fireworks. She described the sensitivity of nesting shorebirds to disturbances and shared observations of fireworks debris within protected nesting areas. Ms. Main emphasized the significance of Noriego Point as an important nesting site for least terns and black skimmers and noted the area's value for wildlife viewing and ecotourism. She encouraged the city to support a drone show to help protect nesting birds and promote conservation efforts.

Alan Osborne commented on wildlife preservation efforts on Holiday Isle and then raised concerns about a seaplane he observed landing and picking up passengers near the East Pass, which he believed created a potential public safety hazard. He suggested the City consider whether additional regulations may be needed to address such activities. Mr. Osborne also expressed concern about disruptive and inappropriate behavior that occurred during a recent memorial procession at Crab Island, including interference from recreational boaters and personal watercraft

operators. He encouraged the city and enforcement agencies to consider measures to improve safety, respect, and order during similar events in the future.

Danny Davis stated that he was not opposed to a drone show but questioned whether drones present environmental and safety concerns of their own, including the potential impacts of crashed drones and batteries on local ecosystems. He also expressed skepticism regarding some of the arguments presented against fireworks and suggested that additional information be considered when evaluating alternatives. Mr. Davis further commented on recent activities at Crab Island, describing the situation as problematic and urging greater enforcement and management to address behavior that could negatively impact the community's reputation and local businesses.

Holly LaBar, a local charter boat operator, spoke in support of continuing a Fourth of July fireworks display. She stated that fireworks are a longstanding attraction that visitors expect when coming to Destin for the holiday and expressed her belief that existing fireworks displays have not prevented shorebirds from returning to Noriego Point. She also noted that the area regularly experiences other sources of noise, including aircraft traffic. Ms. LaBar encouraged the city to continue and potentially expand Independence Day festivities, including a larger fireworks display and additional patriotic entertainment.

Joe Fitzpatrick spoke about the ongoing drainage issue affecting his property and presented photographs and videos showing stormwater infrastructure and drainage flow during rain events. He described how runoff from surrounding areas, including Indian Woods and Indian Trail Estates, is conveyed through a network of inlets, pipes, culverts, and ditches before discharging onto or through his property and ultimately into the bay. He referenced City drainage records and asserted that significant volumes of stormwater are being directed through the system. He requested an update on the status of the study, expressed concern about a lack of communication and visible field activity to date, and asked that the project remain on schedule.

Andrea Ansley, a member of the Parks and Recreation Committee, stated that the committee voted at its May 26 meeting to recommend that the city proceed with the Fourth of July fireworks display as previously planned and supplement it with a drone show. She noted that committee members also expressed concern about potential closures or restricted access at Noriego Point during a drone show and the possible impact on visitors.

Alan Meyers, Executive Director of The Village of Baytowne Wharf, stated that he has worked with companies providing both fireworks and drone shows and believes both are professional and effective at attracting visitors. He expressed support for a traditional fireworks display for the nation's upcoming 250th anniversary celebration, describing fireworks as a more impactful experience. Mr. Meyers also suggested that if a professional fireworks display is not offered, individuals may instead use personal fireworks, potentially resulting in increased noise and activity throughout the night.

3. CONSENT AGENDA

A. Approval of Wide-Format Community Development/Engineering Scanner Lease
B. Approval of Minutes of May 18, 2026 Special Council Meeting at 5:30 p.m.
C. Approval of Minutes of May 18, 2026 Special Council Meeting at 5:45 p.m.
D. Approval of Minutes of May 18, 2026 Regular City Council Meeting

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to approve the consent agenda as presented. The motion passed 7-0.

4. CITY MANAGER REPORTS

A. 4th of July Fireworks

Councilmember Trammell made a motion, seconded by Councilmember Destin, to reconsider the action taken regarding 4th of July fireworks at the last council meeting. The motion passed 7-0.

Councilmember Bagby made a motion, seconded by Councilmember Morgan, to approve option #3 which was the $10,000 drone show add-on to the fireworks show and shorebird permit with the caveat that the Parks Foundation provide the $10,000 for the drone show. No vote was taken on this matter.

Councilmember Bagby made an alternate motion, seconded by Councilmember Morgan, to approve option #2 including the extension of the fireworks contract for 1 year and applying for the shorebird permit. The motion passed 7-0.

Council member Bagby made a motion, seconded by Councilmember Destin, to direct staff to bring back a proposed plan finalizing logistics for the fireworks/drone show, including a recommended funding source for the additional $10,000 and to invite representatives from the drone show and the Parks Foundation to the next meeting. The motion passed 6-1 with Councilmembers Schmidt, Morgan, Hebert, Bagby, Destin, Trammell voting "yes" and Councilmember Braden voting "no".

B. Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park

City Attorney Kopp gave an update on the latest information regarding the State-acquired land in Holiday Isle adjacent to Norriego Point Park.

Mayor Wagner called for any public comments on this issue.

Alan Osborne expressed concerns regarding transparency, governance, and public trust. He questioned the handling of certain matters by Okaloosa County and state authorities, criticized perceived political influence in local affairs, and raised concerns about a proposed marina acquisition and its potential vulnerability to storm impacts. He emphasized the importance of adhering to the Comprehensive Plan, city regulations, and established governmental processes, and called for further investigation into financial matters involving approximately $84 million spent on the property.

Penelope Main shared her personal connection to Destin, noting that she attended local schools and that her family owns property in the area. Ms. Main referenced a previously submitted letter expressing concerns about the expenditure of public funds for the acquisition of approximately four acres of beach property, suggesting that a larger tract of land could have been acquired with the same resources. She clarified that bird population data she had previously cited was from 2024 and acknowledged that current numbers of breeding and nesting terns may be lower.

Councilmember Schimdt made a motion, seconded by Councilmember Hebert, to direct the City Attorney to meet with the state (DEP), advise them of the actions taken by the City, and to, once again, request that they consider the City becoming the Lessee of the property. The motion passed 7-0.

City Attorney Kopp added that she will draft a Resolution stating the City's position and Home Rule authority for Mayor Wagner who will seek support from the other Mayors of Okaloosa County. Councilmember Hebert volunteered and agreed to be the legislative sponsor.

C. Utility Underground Update

City Manager Jones gave an update on the status of the utility undergrounding reporting that Accurate Drilling Systems (ADS) received a notice to proceed for the utility undergrounding project under a 560-day contract with a substantial completion date of May 18, 2026. In May, ADS requested a 115-day extension due to design flaws identified by FPL that required revisions to the original plans. Additional delays occurred due to material procurement and sizing issues. Staff noted that the project was not substantially complete by the contractual deadline and that the contract provides for liquidated damages of $1,500 per day for delays. Staff's position is that any extension would remain subject to liquidated damages unless the Council elects to provide relief. Representatives from Utility Consultants of Florida and FPL were present to provide additional information and project background.

Councilmember Bagby made a motion seconded by, seconded by Councilmember Destin, to impose liquidated damages until the project is substantially complete and withhold collection to give the City Manager an opportunity to negotiate a mitigation plan for Council's consideration. The motion passed 7-0.

D. Property Tax Reform

City Manager Jones reported that the Florida Legislature had convened in special session to consider property tax proposals. While numerous amendments and changes are still being considered, it is likely that a proposal could emerge from both chambers and potentially be placed on a future ballot.

Councilmember Destin made a motion, seconded by Councilmember Trammell, to approve and support the letter sent over the weekend by Mayor Wagner regarding the proposed property tax reform bill. The motion passed 6-1 with Councilmembers Schmidt, Morgan, Hebert, Destin, Trammell, and Braden voting "yes" and Councilmember Bagby voting "no".

E. Minutes of Standing Boards and Committees (Informational Only)

Councilmember Trammell made a motion, seconded by Councilmember Destin, to have the Public Works and Safety Committee also inspect sidewalks as they inspect the roads and to report those findings to the Public Works Committee. The motion passed 7-0.

F. Announcements

City Manager Jones reported that there have been ongoing parking and enforcement issues at Norriego Point during both Memorial Day weekend and the following non-holiday weekend, including parking conflicts and visitor behavior concerns that required assistance from code enforcement and the Okaloosa County Sheriff's Office. Staff discussed the option of hiring part-time sheriff's deputies to provide weekend enforcement coverage, noting the cost would be approximately $350 per day for eight hours of service and recommended that the city proceed with this option.

Councilmember Hebert made a motion, seconded by Councilmember Destin, to hire part-time deputies to help monitor parking at Norriego Point during the weekends through the tourist season. The motion passed 7-0.

Public Information Director Young announced that the City's Finance Director Krystal Strickland was elected President of the Panhandle Chapter of the Florida Government Finance Officers Association, representing counties from Escambia through Gulf County. She also

announced that the City's annual Independence Day Bike Parade will be held at the Destin Elementary School track, with activities beginning at 4:00 p.m., including food trucks and live music, followed by the parade at 6:00 p.m. Finally, Director Young reminded the public that hurricane season has begun and noted that the City's annual hurricane preparedness guide is available on the City website, with printed copies to be distributed at City Hall, the Community Center, the Annex, and Public Works the following week.

5. PUBLIC HEARINGS

A. Second Reading of Ordinance 26-06-LC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING THE EXISTING ARTICLE 11 OF THE LAND DEVELOPMENT CODE AS ARTICLE 7; CHANGING THE NAME OF EXISTING "ARTICLE 11 COASTAL MANAGEMENT AND CONSERVATION" TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY"; ADDING THE FOLLOWING EXISTING SECTIONS OF THE LAND DEVELOPMENT CODE TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY": SECTION 7.05.00 - PROTECTION AND PRESERVATION OF ARCHEOLOGICAL AND HISTORIC RESOURCES, SECTION 7.17.04 – OUTDOOR LIGHTING STANDARDS FOR THE MARINE TURTLE CONSERVATION ZONE, AND SECTION 7.20.00 - SMALL-SCALE ALTERNATIVE ENERGY GENERATION REGULATIONS; 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 called for any comments from the public. There being none offered, the Mayor closed the public hearing.

Councilmember Destin made a motion, seconded by Councilmember Hebert, to approve second reading of Ordinance 26-06-LC. The motion passed 7-0.

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

A. Councilmember Braden
   1) 4th of July Fireworks

B. Councilmember Trammell

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to revise the public comments policy, via Meeting Procedures Resolution, to include allowing public comments for each item on the agenda for council's consideration. The motion passed 6-1 with Councilmembers Schmidt, Morgan, Hebert, Bagby, Destin, Trammell voting "yes" and Councilmember Braden voting "no".

C. Councilmember Destin

D. Councilmember Bagby

D. Councilmember Hebert

F. Councilmember Morgan

E. Councilmember Schmidt

Councilmember Schmidt asked about the recent "Crab Island takeover" and asked what actions had been taken to address the events. Okaloosa County Sheriff's Deputy explained that when such promotions are identified, they contact the organizers and advise them that a permit is required to conduct an organized event within National Park Service jurisdiction. The National Park Service investigates potential violations and may issue fines if organizers are found to have violated park regulations. He noted that additional law enforcement resources are deployed to Crab Island during large events based on anticipated attendance and booking information. During discussion, it was clarified that the City of Destin does not have jurisdiction over Crab Island and therefore cannot directly regulate activities there, with enforcement authority resting primarily with the National Park Service and other law enforcement agencies.

H. Mayor Wagner

I. City Attorney

1) 222 Sibert Litigation Update

City Attorney Kopp reported that the City prevailed in a motion for summary judgment hearing regarding the foreclosure case involving Gregory Marlor's non-homestead property. The property will be scheduled for foreclosure sale; however, at Mr. Marlor's request, the sale date will be delayed for several months to provide an additional opportunity for the property to be brought into compliance. She added that if the property is not brought into compliance, the sale will proceed, and only the City Council would have the authority to cancel the sale. Staff will continue to monitor the property and provide updates to the Council.

7. PUBLIC COMMENTS

Alan Osborne expressed concerns about recent conditions at Crab Island, stating that unlawful and disruptive behavior was observed during the recent event and suggested that law enforcement resources were insufficient to address the activity. He urged the City and partner agencies to continue taking the issue seriously and to explore stronger enforcement measures where possible. He also encouraged the City to recognize an individual who exemplifies the values of the nation's upcoming 250th anniversary, suggesting that a local veteran or distinguished resident could serve as an honorary representative for the community.

Danny Davis expressed concerns about conditions at Crab Island during the recent weekend, citing observations of marijuana use, public safety concerns, and what he perceived as insufficient law enforcement presence and response. He urged the City to work with the Okaloosa County Sheriff's Office and other agencies to increase enforcement efforts, including consideration of additional marine patrol resources. Mr. Davis also described an incident involving a stranded individual who required assistance and questioned the adequacy of available law enforcement resources on the water. In addition, he raised concerns regarding the condition and adequacy of navigational aids in local waterways and encouraged the City to place greater emphasis on addressing those issues.

Joe Fitzpatrick expressed concerns regarding the progress of the ongoing study noting that approximately four weeks had passed since the study agreement and easement had been provided. He stated that, from his observations, no field work appeared to have occurred and emphasized the importance of transparency and timely resolution of the issue, particularly given continued interest

from prospective property buyers. In response, staff reported that the study remains in progress and advised that a preliminary update would be provided at the next Council meeting.

8. ADJOURNMENT

There being no further business, the meeting adjourned at 8:52 p.m.

Bobby Wagner, Mayor

ATTEST:

Lisa Wallace, City Clerk

MINUTES
WORKSHOP
DESTIN CITY COUNCIL
JUNE 8, 2026
ANNEX COUNCIL CHAMBERS
5:30 PM

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

Destin City Councilmembers Present

Mayor Bobby Wagner
Mayor Pro-Tem Teresa Herbert
Councilmember Dewey Destin
Councilmember Chatham Morgan
Councilmember Sandy Trammell
Councilmember Kevin Schmidt

City of Destin Staff Present

City Manager Larry Jones
Dep. Parks and Recreation Director Ryan Reed
Public Information Director Tamara Young
Dep. Public Works Director Joe Bodi
Community Development Director Tina Deater
Projects and Grants Manager Jeff Cozadd
Kyle Bauman for Kim Kopp
City Clerk Lisa Wallace
Building Official Noell Bell
City Engineer Robert Tomesek
Finance Director Krystal Strickland
Systems & Network Spec. Antonio Payne
HR Director Jamie Haynes
Library Director Wen Livingston

WORKSHOP

A. Fiscal Year 2027 Budget Cycle

The City Manager began the workshop by presenting the preliminary FY27 operating budget. He emphasized the city's guiding principle of preserving its heritage while protecting its future through sound decision-making. He expressed appreciation for participants' involvement and stated that he hopes the discussions and actions taken would reflect responsible choices that move the city forward while maintaining fiscal responsibility. The following information was presented.

City of Destin
2027 Budget Workshop #1

Operating Budget

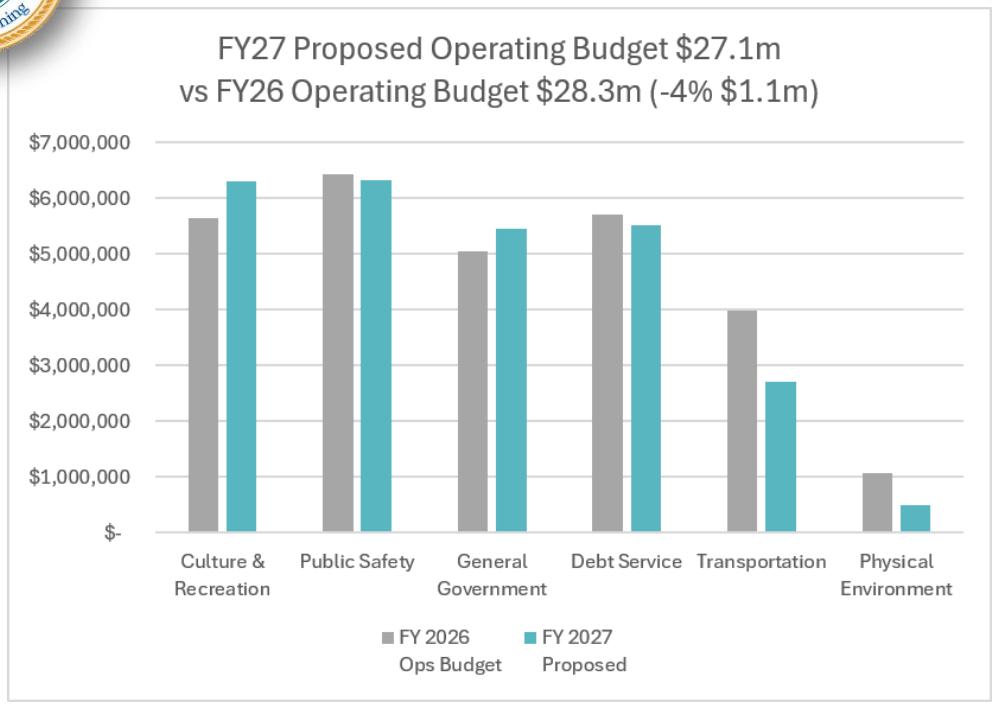
June 8, 2026

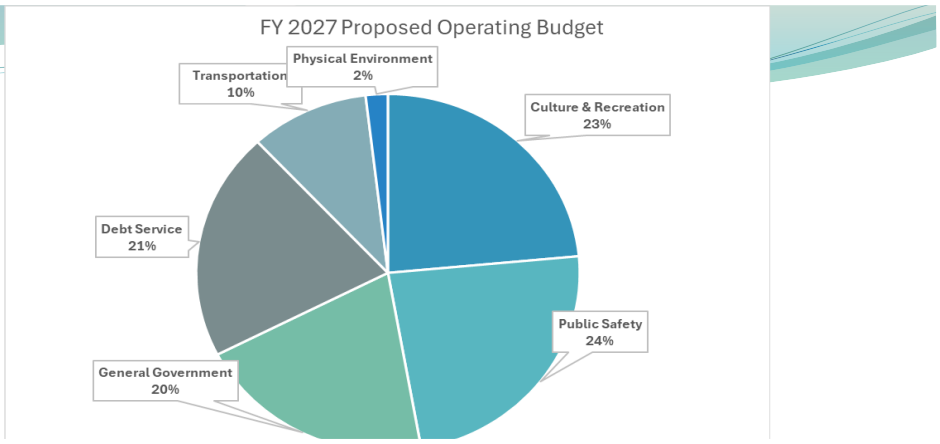


HIGHLIGHTS –

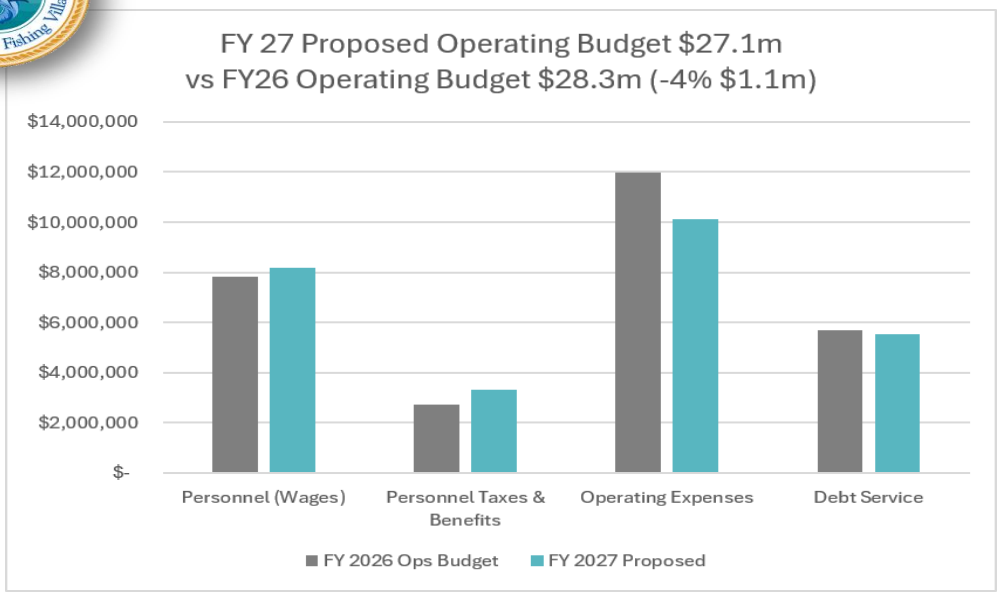
Property values increased approximately 2%

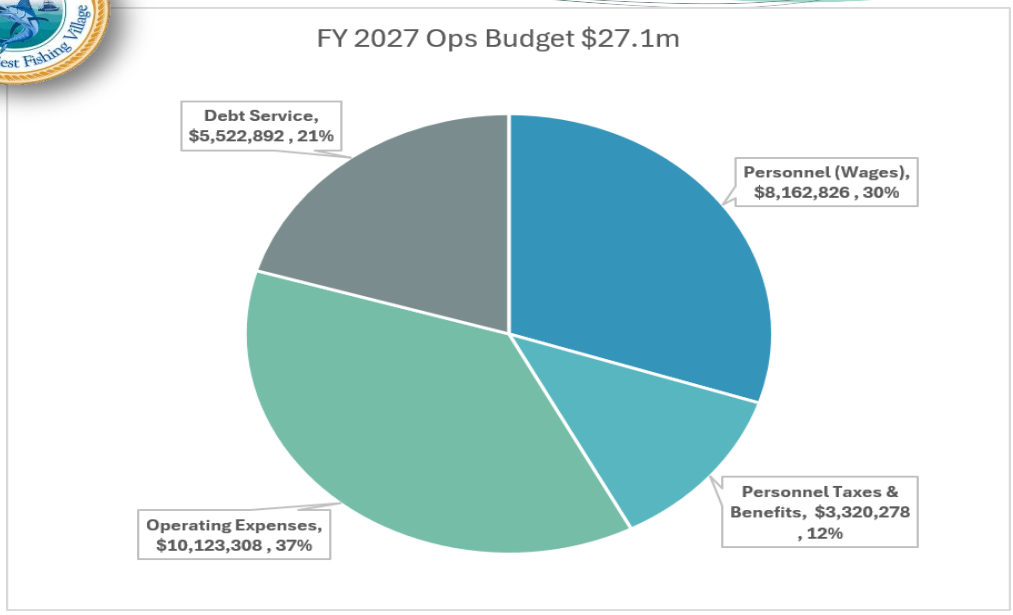
FY 2027 Proposed Operating Budget is 4% lower than the FY 2026 Adopted Budget



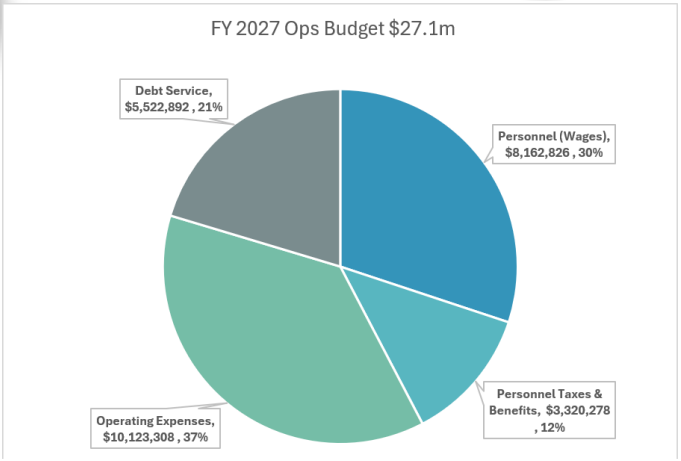


	FY 2026 Ops Budget	FY 2027 Proposed	FY27-FY26	% change
Culture & Recreation	$ 5,641,253	$ 6,312,280	$ 671,028	12%
Public Safety	6,425,454	6,326,841	$ (98,613)	-2%
General Government	5,052,761	5,449,274	$ 396,513	8%
Debt Service	5,704,731	5,522,892	$ (181,840)	-3%
Transportation	3,983,133	2,700,408	$ (1,282,725)	-32%
Physical Environment	1,064,017	501,949	$ (562,068)	-53%
Human Services	98,312	97,600	$ (712)	-1%
Economic Environment	315,961	235,060	$ (80,902)	-26%
	$ 28,285,622	$ 27,146,304	$ (1,139,318)	-4%





7



		FY 2026 Ops Budget		FY 2027 Proposed	FY27-FY26	% change
Personnel (Wages)	$	7,828,971	$	8,162,826	$ 333,856	4%
Personnel Taxes & Benefits		2,741,831		3,320,278	578,447	21%
Operating Expenses		11,993,089		10,123,308	(1,869,781)	-16%
Debt Service		5,704,731		5,522,892	(181,840)	-3%
Grants & Aids		17,000		17,000	-	0%
	$	28,285,622	$	27,146,304	$ (1,139,318)	-4%

8

2027 Budget Highlights

- TOTAL Personnel increased 9%
- Personnel – Wages 4% (COLA + merit)
- Taxes & Benefits:

	FY26 Budget	FY 2027 Proposed	$ change	% change
Fica Taxes (7.65%)	146,021	632,391	486,371	FY26 excluded SS
Life & Health Insurance	1,555,551	1,512,711	(42,840)	
Retirement Contributions (14.03%)	942,386	1,081,181	138,795	
Taxable Benefits i.e. Clothing	-	24,785	24,785	
Workers' Compensation	97,874	69,210	(28,664)	
21 Personnel Taxes & Benefits	2,741,831	3,320,278	578,447	21%

2027 Budget Highlights

- Operating Expenses – *Decreased* 16% ($1.9m)
  - Transportation Ops budget down $1m
    - FY26 completed dredging Harbor Channel
    - FY26 completed implementation of new parking system (prof svc start-up fees)
  - Physical Environment Ops budget down $470k – FY26 FDEP vulnerability study

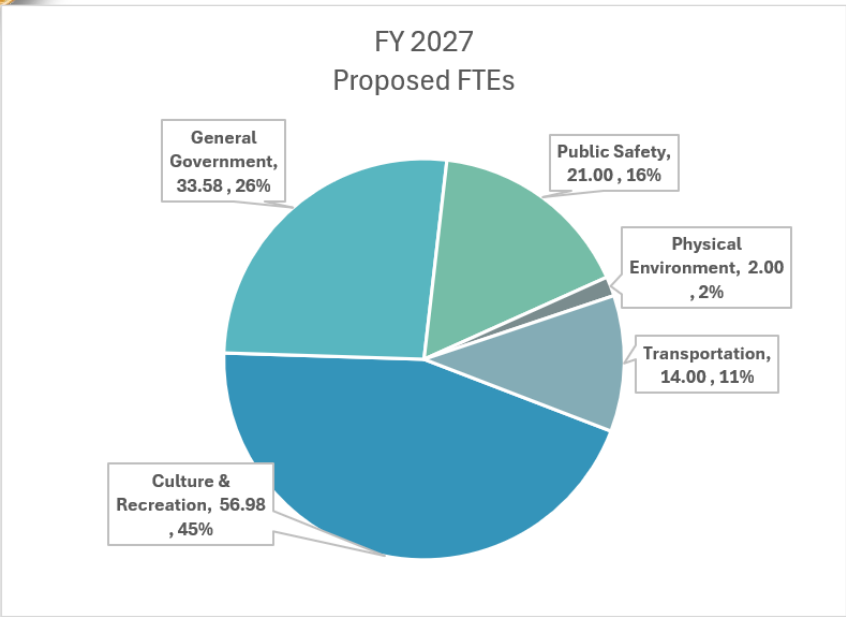
2027 Budget Highlights

- Operating Ex *Decreases - continued*
  - Code Enforcement – doing STR billing and collections in house ($300k)

2027 Budget Highlights

- DRAFT Budget Book
  - Fund Balance Trend Summary FY25-30 starts page 10
  - Line Item comparisons FY25-28 starts page 80
  - Operating details and draft CIP plans by Director/Department starts page 21
  - 5-Year DRAFT RR/CIP plan starts page 66

Personnel



Personnel



Requesting 2 new positions:
Waterfront Parks Maintenance Technicians (Paid by TDC)

1 FTE = 2080 labor hours

	FTEs	
	FY 2026	**FY 2027**
Culture & Recreation	54.98	56.98
General Government	33.58	33.58
Public Safety	21.00	21.00
Physical Environment	2.00	2.00
Transportation	14.00	14.00
	125.56	127.56

Next Steps:

July 1: Attain certified values from Property Appraiser

July 13: Budget Workshop#2 – Capital Projects

July 20: Council Adopts Tentative Millage Rate

September 8 & 21: Budget Hearings

Detailed Budget Briefings Available by Appointment

2026 CIP Highlights

- Completed
  - Dredged Harbor Channel
  - Norriego Point Park
  - MSC Playground
  - MSC Athletic Field Lighting
  - MSC Batting Cages
  - DLL artificial turf

2026 CIP Highlights

- Completed
  - Purchased land to expand DLL parking
  - Mattie Kelly Outfall (in prep for Joe's Bayou Park Improvements)
  - Resurfaced Buck Destin Basketball Courts w/new fencing
  - Repaved 11.6 lane miles of roadways (16 segments) including Airport Road

2026 CIP Highlights

- In Process
  - 9.6 more lane miles of roads are scheduled FY 2026
  - Undergrounding Overhead Utilities
  - Crosstown Connector Roadway (Beach to Benning)

2026 CIP Highlights

- In Process
  - Pickleball Courts
  - Tarpon Beach Park
  - Clement Taylor Park renovations
  - Community Center Roof

2027 CIP Highlights

- Projects in development/design phase:
  - 36 roadways to be repaved (last paved 1960s, 1970's, 1980's)
  - Sibert-Zerbe parking lot consolidation/paving
  - Shores at Crystal Beach Park
  - Replace boardwalks at beach access points (TDC)

2027 CIP Highlights

- Projects in development/design phase:
  - Community Center – doors, windows, stucco
  - MSC field equipment shed
  - MSC fencing
  - Buck Destin Playground
  - DLL field lighting to be discussed

More to be planned/discussed at July 13 workshop



Council discussed the proposed budget, seeking clarification on numbers in physical environment expenditures, the FEMA flood vulnerability study, TDC-funded positions, and overall budget decreases. Councilmembers commended staff for maintaining a fiscally conservative budget, reducing operating expenses, and holding the millage rate steady.

Discussion also included the importance of preserving reserves in anticipation of future revenue impacts, concerns about potential reductions in library funding from the county library cooperative and, improving employee time-tracking to better allocate costs across parks and recreation activities. Staff noted that additional budget details, revenue projections, capital projects, and replacement needs would be presented at the July workshop for further Council guidance.

PUBLIC COMMENT

Mayor Wagner called for any comments from the public. There being none offered, the Mayor closed the public comments.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:06 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Lisa Wallace, City Clerk

ITEM # 2026-848

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU:

FROM: Larry Jones , City Manager
Kimberly Kopp, City Attorney

DATE: June 11, 2026

SUBJECT: Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park

I. BACKGROUND: The following are recent updates relating to the state-owned Park Property in Holiday Isle (City of Destin).

1. **County-Wide Survey Results**

On March 26, 2026, the City received results from a COUNTY-WIDE SURVEY that asked randomly-selected County residents what they prefer to see as the public use of the newly acquired land purchased by the State of Florida for a park in Holiday Isle ("Park" or "Park Property"). An outside firm, Cherry Communications (Tallahassee), was utilized by the City for their expertise in conducting phone surveys. This new information will be discussed at tonight's Council meeting of April 7, 2026. In sum, the survey showed that nearly 88% of County residents desire for the Park Property to remain natural or with minimal amenities, that over 75% of County residents oppose commercial marina use, and that only 2% of the County supports a marina rental model. The margin of error for survey results is approximately 4.9%.
Cherry Communications
207 W. Park Ave., Ste. A
Tallahassee, FL 32301
cherrycom.com

2. **Adoption of City Council Resolution 2026-05 on March 16, 2026, Requesting City Management of Park and Committing Up to Five Million Dollars.**
On March 16, 2026, the City Council approved Resolution 2026-05, ***which is attached to this agenda item as additional background***. Resolution 2026-05 respectfully requests that the State of Florida authorize the City of Destin to serve as the Lessee and local managing entity for the Park Property. In the resolution, the City affirms its commitment to managing the Park in a

manner that emphasizes environmental stewardship, conservation, passive recreation, and compatibility with surrounding residential and conservation areas. Further, the Resolution provides that the City of Destin is prepared to invest municipal resources into the stewardship and improvement of the Park Property and is willing to commit funding for the redevelopment, restoration, and enhancement of the Park in an amount not to exceed **Five Million Dollars ($5,000,000.00)** in order to support environmentally sensitive improvements, passive recreational amenities, and long-term conservation management consistent with the character of the surrounding community. The resolution has been forwarded to County and State representatives as directed by the City Council. It is expected that the City Council's resolution will be considered first at the April 7th BCC meeting, and again on April 21st along with any concept plans approved tonight by the Destin City Council, and a Council decision on free park parking for all County residents, as further explained in the Discussion section of this Staff Report.

3. **Zoning/Land Use/Development Order Background Information**
The following background information is provided for public knowledge (and has been previously provided):

As discussed at prior meetings both at the City and County level, the current land use entitlements for the State Park property adjacent to the City's Norriego Point Park prohibit all nonresidential uses. Since it appears a condo will not be built on the property, given that the State's purchase was described as for "conservation," the entitlements of the property should be updated so that the property may be maintained for non-residential purposes. This process would include:

1. Amendment to the City's Comprehensive Plan (Future Land Use Designation on the Property)
2. Rezoning of the Property, and
3. Amendment to the existing Development Order.

All three of these referenced land use applications would require City Council approvals and public hearings with the public invited to participate, which would occur generally as follows:

Public Hearing One: Future Land Use Map (FLUM) amendment at Land Planning Agency (LPA) meeting
Public Hearing Two: Rezoning at LPA meeting
(Public hearings 1 and 2 would likely be done at the same LPA meeting)
Public Hearing Three: FLUM amendment at City Council meeting (first reading of FLUM ordinance)
Public Hearing Four: Rezoning at City Council meeting (first reading of zoning ordinance)
(Public hearings 3 and 4 would likely be done at the same City Council meeting)
Public Hearing Five: FLUM amendment at City Council meeting (second reading of FLUM ordinance)
Public Hearing Six: Rezoning at City Council meeting (second reading of zoning ordinance)
(Public hearings 5 and 6 would likely be done at the same City Council meeting)

Notably, as has been discussed, the docks are legally classified as a residential use tied to a condominium that was never constructed. Without amendment to the Development Order, the docks cannot lawfully be used independently. In order to comply with existing codes, the docks

would need to be removed or a Major Amendment to Development Order 21-23 would be required, with an additional public hearing before the City Council. Note that Development Order 21-23 prohibits all nonresidential uses of the docks, including but not limited to slip rentals, commercial uses, or any uses that involve boat traffic at a frequency or intensity not typical of a residential area.

The Comprehensive Plan states, in relevant part that:

OBJECTIVE 1-2.8: CONSERVATION LAND USE DESIGNATION. *The FLUM (Map 1-1), shall identify lands that are environmentally fragile for long-term preservation by designating them as "CON." Environmentally fragile lands shall be referred to as conservation resources, which are defined in Rule 9J-5.003(30), Florida Administrative Code. The protection and preservation of conservation resources shall be achieved through the implementation of the following Policies.*

Policy 1-2.8.1: Conservation (CON). *The FLUM shall designate lands that are natural and coastal resources as "CON." It is the intent of the "CON" land use designation to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. The LDC shall be amended to ensure no development is permitted within "CON" designated areas, other than beach accessways, such as dune walkovers, parking, docks, restroom facilities, and passive recreation.*

The City's Land Development Code is consistent with the Comprehensive Plan, pursuant to State Law.

Importantly:

- Norriego Point Park, which is adjacent to the newly acquired State Park, contains the Conservation (CON) future land use designation and zoning.
- The Conservation district is **highly restrictive** and intended for environmental preservation.
- Marinas are **not** permitted in either the Conservation (CON) Future Land Use Designation and Zoning District.
- Under the City's Land Development Code (Section 7.12.06(BB) and Table 7-2), development within CONSERVATION (CON) is limited to beach accessways such as dune walkovers, parking areas, docks, restroom facilities (up to one story), and passive recreation. Norriego Point currently holds a Future Land Use Designation and Zoning of Conservation, and this zoning would maintain consistency between the State and City Park.

Finally, please note that if the future land use and zoning for this Property are changed, any proposed use would still need to be consistent with all additional applicable provisions of the Comp Plan and LDC, State and federal permitting requirements, any applicable easements, and any required development order amendments.

Pursuant to Council directives, the City Manager and City Attorney have contacted appropriate County and State representatives. As of the date of this agenda item, the Property is owned by the State of Florida, and there is no known entity with a leasehold interest or approved

management plan for the Property.

4. April 21st BCC Meeting in Response to City Resolution 2026-05:
On April 21, 2026, the Okaloosa County Commissioners discussed City Resolution 2026-05 and noted the City's concept plan. Several members of the Destin City Council, the City Manager, City Attorney, and several residents spoke during the BCC meeting in support of City Council Resolution 2026-05 and in support of the City of Destin obtaining the Lease and management of the Park Property.

From the City's perspective, the discussion reflected both support and hesitation among County leadership.
Commissioners Sherri Cox and Carolyn Ketchel each expressed clear support for the City's request to lease the Park from the State and to assume management of the Park Property. Their statements aligned with the City's position that local stewardship would best serve residents and the long-term interests of the Park.

However, Commissioner Paul Mixon introduced a motion directing the Okaloosa County Board of County Commissioners to send Commissioner Drew Palmer to meet with State officials, alongside a City representative, to further clarify the State's objectives regarding the Park. This motion was made despite the City's formal request - and despite the support voiced by multiple residents - for the City to move forward with leasing and managing the property.

Commissioner Paul Mixon, Commissioner Drew Palmer, and Chairman Trey Goodwin voted in support of Commissioner Mixon's motion, with Commissioner Sherri Cox and Commissioner Carolyn Ketchel dissenting. The final vote was thus 3-2.

Council Member Destin and Commissioner Palmer were scheduled to attend such a meeting on April 30th. However, it was decided that the meeting will be rescheduled to a date between May 12 and 15th. As of the time/date of this staff report on the morning of May 28, 2026, the meeting has not been rescheduled.

5. Resolution Protection Shorebirds and Staff Recommendation for Conservation FLUM and Zoning; Additional May 2026 Updates

A. RESOLUTION 2026-13 FOR SHOREBIRD PROTECTION AND FURTHER DATA AND ANALYSIS FOR CONSERVATION FUTURE LAND USE AND ZONING: On May 4, 2026, the Florida Fish and Wildlife Commission (FWC) informed the City that the 4 acre state-acquired site is an important bird nesting area and that Audubon Florida would survey and post signage to protect nesting birds and discourage public access to sensitive areas. The following day, Audubon surveyed the site and posted signage to protect these imperiled birds, particularly the least terns.

As previously recognized by the City Council, the Norriego Point area was formerly a bird sanctuary and has long provided important habitat for shorebirds, including the imperiled least tern. With its unique location, dunes, and conservation status, Norriego Point provides critical nesting, resting and foraging habitat for migratory and resident bird species, including species protected under State and Federal law. On May 18,2026, the City Council passed and adopted Resolution 2026-13, which sets forth legislative findings supporting protection of shorebirds and their habitat at Norriego Point, including the newly acquired 3.99 acre state-owned parcel.

The Resolution formally expresses the City Council's support for protecting imperiled shorebird habitat and sensitive nesting areas at and around the City's Norriego Point Park and adjacent state-owned property. **Further, the Resolution provides that the City supports the efforts of the Florida Fish and Wildlife Commission and Audubon Florida to protect shorebirds, promote conservation practices, and educate the public on habitat protection and stewardship. Audubon Florida made a presentation to the City Council on May 18th, in efforts to protect shorebirds on and around Norriego Point and the state lands.**

The Future Land Use and Zoning of the state-acquired lands remain critical considerations. Long term protection of imperiled shorebirds is best supported through minimal development and conservation land use ane zoning designations, as previously discussed by the City Council for the state-owned parcel. These conservation designations would also be consistent with the City's adjacent Norriego Point Park, which is designated and zoned for conservation.

In the event that the State (1) desires the property for use as a public park and (2) does not endeavor to use the property for residential purposes, it would be appropriate for the City to consider changing the current residential Future Land Use and Zoning designations on the state-acquired property to City Conservation.

City Staff continues to strongly recommend that the State of Florida and City Council support a Conservation Future Land Use and Zoning for the property. It is further again noted that the docking facilities on site **do not have a certificate of completion** and are currently approved for **residential purposes only**. Any nonresidential use of the docks is explicitly prohibited in the approved development order for construction of the docks. Under the conservation future land use and zoning designations, the docking facilities could be used as a fishing pier and/or public, transient slips available on a first-come, first serve basis but could **not** be used for overnight slip rentals and/or a marina (provided the City Council also amends the existing development order to allow such nonresidential purposes).

B. STATE/CITY/COUNTY DISCUSSION STATUS: Council Member Destin and Commissioner Palmer were scheduled to attend a meeting with representatives of the State on April 30th. However, it was later decided that the meeting would be rescheduled to a date between May 12 and 15th. As of the time/date of this staff report on the morning of **May 28, 2026,** the meeting has not been rescheduled.

II. DISCUSSION: The City Attorney and City Manager have reached out to DEP per Council directive on June 1, 2026 and will continue to provide updates.

Update from City Council meeting of June 1, 2026 (**previously provided information**): Members of the City Council, the Mayor, City Manager, City Attorney, and residents attended the Board of County Commissioners meeting held on Tuesday, May 19, 2026 at 8:30. The Mayor formally requested the County support protection of the shorebirds but the County took no action on the request.

Instead, near the very conclusion of the BCC meeting during his Commissioner reports, Commissioner Palmer mentioned he had submitted a request for a legal opinion to the office of James Uthmeier, the Attorney General of the State of Florida. **Notwithstanding the BCC's**

prior motion that the City and County approach the State together relating to the State Park Property in the City of Destin, the City was not informed of the County's request for legal opinion prior to it being sent out on Friday, May 15th, nor was any input solicited from the City prior to the County's submission of the request to the State Attorney General. Notably, no copy of the request for opinion was in the May 19th BCC agenda (or any other prior BCC agenda), it is believed that no copies were on the BCC dais for other Board members, and none were provided to the City or residents prior to the meeting. In fact, the sole reason the City received a copy of the Commissioner's request was due to the City's immediate public records request.

A copy of this Request for Legal Opinion is attached to this agenda item. Notably, the Request for Legal Opinion does not include a separate memorandum stating the County's position on the matter, as is typically required to be submitted for such opinion requests. Further, in the opinion of the City Attorney, the County's request for opinion reflects a matter in dispute between governmental entities. Therefore, it was inappropriately submitted to the AGO, which does not opine on intergovernmental disputes.

In summary, the request for legal opinion generally asked the Attorney General (a member of the Cabinet that approved the land acquisition in the first place), whether and to what extent the City's rules and regulations for zoning, permitting and land use entitlements apply, whether the HIIA's restrictions and covenants apply, and whether and to what extent the County would be required to collaborate with the City of Destin (see attached for further details). It appears that the County representatives involved in this request for opinion are searching for an answer other than what the County was already told, in writing, by DEP: i.e., that the County must adhere to City land use, zoning and permitting rules and regulations.

Accordingly, the City Attorney submitted the attached correspondence to the County Attorney on behalf of the City Council, calling upon Commissioner Palmer to immediately withdraw the request for a legal opinion for the following reasons:

1. The most current Okaloosa County BCC Motion relating to the subject property authorized Commissioner Palmer to approach state representatives alongside a representative from the City of Destin. However, the City had absolutely no input in formulating the attached request. This request represents a clear departure from what was agreed upon during the County meeting, where it was understood that the commissioner and a council member would approach the state together. Commissioner Palmer had no authority to submit this letter independently, in place of the agreed joint effort and without any input from the City of Destin.

2. The Attorney General does not have the authority to address the questions posed for several reasons. First, the Attorney General's Office is not the appropriate venue for resolving intergovernmental disputes. If the County's position is to dispute, question, or otherwise challenge the City's land use and permitting authority with respect to the subject property, then a clear dispute exists between the parties. Second, the Attorney General's office cannot issue a legal opinion regarding a legislative action taken by a board or Cabinet on which the Attorney General serves as a member.

3. The Florida Department of Environmental Protection ("FDEP") has already informed Okaloosa County in writing that it must adhere to City zoning and permitting requirements with respect to the subject property. The City possesses copies of this

correspondence, which were previously provided to the County.

The County was reminded that the City's Comprehensive Plan and land development regulations are not arbitrary constraints; they reflect deliberate planning, extensive public input, and long-term policy determinations adopted in the public interest. Further, adequate due process requires that the public be afforded meaningful opportunities for participation in relevant local venues of public engagement.

The City Manager and City Attorney recommend that the City Council reiterate its position for the public record that it will not support, endorse, or acquiesce to any effort that seeks to unilaterally circumvent, undermine or fail to acknowledge the City's established land use and permitting authority. This reflects the Council's commitment to protecting its lawful regulatory role, ensuring transparency and accountability in the development process, and upholding the standards and procedures adopted for the benefit of the community and the orderly governance of municipal affairs.

While the County Attorney submitted a response by email to the City Attorney's May 20, 2026 correspondence, (City/County elected officials were copied), neither the County Attorney, County Administrator, or any other representative of the County has responded to subsequent requests from the City for information as to why the City was left out of the drafting of any request for legal opinion to any entity, including the State Attorney General. This failure to include the City is concerning for multiple reasons, given the City's vital interests in the area, including but not limited to the City's ownership of the adjacent right of way, parking area, and 14 acre City Norriego Point Park, the City's representation of the residents and local public, and the City's regulatory authorities and jurisdiction within its municipal boundaries.

One final note: As you know, the County sold and deeded Norriego Point to the City in 2010, with conditions attached. The City adheres to all conditions and operates the property as a public conservation park (the summary of the conditions is that the property be used by the public for park/recreational purposes, no commercial concession contracts, etc). Interestingly, it has recently been determined by virtue of public records requests that on December 12, 2025 (two days after the State's closing on the 4 acre parcel), the County Attorney sent an email with subject line "Norriego Point conveyance to Destin" to Commissioner Mixon, County Administrator John Hofstad, and Deputy County Administrator Craig Coffey, laying out information on the conditions set forth in the deed. The County Attorney also indicated in her email that failure to adhere to such conditions would result in forfeiture of the City-owned property back to the County. The timing and substance of the email is noted, and no commissioner other than Commissioner Mixon is copied to the email.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

The City Manager and City Attorney recommend that the City Council reiterate its position on

this matter for the record, but no motion is required.

IV. RECOMMENDED MOTION:

No recommended motion, but Council may consider stating for the record:

For the record, the City Council reiterates its position that it will not support, endorse, or acquiesce to any effort that seeks to unilaterally circumvent, undermine or fail to acknowledge the City's established land use and permitting authority including but not limited to its State-mandated Comprehensive Plan. Further, the Council is committed to protecting its lawful regulatory role, ensuring transparency and accountability in the development process, and upholding the standards and procedures adopted for the benefit of the community and the orderly governance of municipal affairs.

Attachments:

1. 5.20.26 Corr to Okaloosa re NP
2. 2026.05.15 Signed Request for Formal Opinion (006)
3. Exhibit 1 - Sept 30 2025 FDEP Memo
4. Exhibit 2 - 2.2.26 Proposed City County Interlocal State Park
5. Exhibit 3 - City of Destin Resolution 26-05 Managment and Financial Commitment for State Park
6. Exhibit 4 - Letter from Hand Harrison - State Purchased Property on Holiday Isle - HIIA Resolution Sale 03.19.2026

ROMANO KOPP LAW, P.A.

P.O. Box 5524
Destin, Florida 32541
Phone: (407) 430-7070
Email:kkopp@romanokopplaw.com

May 20, 2026

VIA EMAIL
Lynn Hoshihara
Okaloosa County Attorney
1940 Lewis Turner Blvd.
Fort Walton Beach, FL 32547

RE: State Land in Holiday Isle - Objection to Commissioner Palmer's Request for Attorney General Opinion Dated May 15, 2026 and Objection to Any Attempts by Okaloosa County or its Representatives to Undermine or Abrogate the City of Destin's Land Use/Permitting Authority

Dear Ms. Hoshihara,

I am writing on behalf of the Destin City Council to formally object to Commissioner Palmer's request for a legal opinion from the Florida Attorney General, dated May 15, 2026. Further, I once again formally express my client's ongoing concerns and objections that the subject property—located entirely within the City's municipal boundaries— be exempt in any way from compliance with City ordinances, zoning regulations, permitting, and applicable local rules.

As you are aware, Commissioner Palmer stated near the conclusion of yesterday's meeting of the Board of County Commissioners that he had submitted a request for a legal opinion to the Florida Attorney General. The City's input was not solicited prior to the submission of that request. In fact, the sole reason the City received a copy of the Commissioner's request was due to the City's immediate public records request. Accordingly, the City hereby calls upon Commissioner Palmer to immediately withdraw the request for a legal opinion for the following reasons:

1. The most current Okaloosa County BCC Motion relating to the subject property authorized Commissioner Palmer to approach state representatives alongside a representative from the City of Destin. However, the City had absolutely no input in formulating the attached request. **This request represents a clear departure from what was agreed upon during the County meeting, where it was understood that the commissioner and a council member would approach the state together. Commissioner Palmer had no authority to submit this letter independently, in place of the agreed joint effort and without any input from the City of Destin.**

2. The Attorney General does not have the authority to address the questions posed for several reasons. First, the Attorney General's Office is not the appropriate venue for resolving intergovernmental disputes. If the County's position is to dispute, question, or otherwise challenge the City's land use and permitting authority with respect to the subject property, then a clear dispute exists between the parties. Second, the Attorney General's office cannot issue a legal opinion regarding a legislative action taken by a board or Cabinet on which the Attorney General serves as a member.

3. **The Florida Department of Environmental Protection ("FDEP") has already informed Okaloosa County in writing that it must adhere to City zoning and permitting requirements with respect to the subject property. The City possesses copies of this correspondence, which were previously provided to the County.**

The City's Comprehensive Plan and land development regulations are not arbitrary constraints; they reflect deliberate planning, extensive public input, and long-term policy determinations adopted in the public interest. Further, adequate due process requires that the public be afforded meaningful opportunities for participation in relevant local venues of public engagement.

The City will not support, endorse, or acquiesce to any effort that seeks to unilaterally circumvent, undermine or fail to acknowledge the City's established land use and permitting authority. The City remains committed to protecting its lawful regulatory role, ensuring transparency and accountability in the development process, and upholding the standards and procedures adopted for the benefit of the community and the orderly governance of municipal affairs.

Sincerely,

Kimberly Romano Kopp
City Attorney, City of Destin

cc: Dr. Larry Jones, City Manager
Destin City Council and Mayor
Okaloosa County Board of County Commissioners
John Hofstad, County Administrator

Kimberly Romano Kopp, Esq.
Board Certified in City, County & Local Government Law

Board of County Commissioners

State of Florida

May 15, 2026

The Honorable James Uthmeier
Attorney General, State of Florida
Office of the Attorney General
Opinions Section
Collins Building
107 West Gaines Street
Tallahassee, Florida 32399

RE: Request for Official Opinion pursuant to section 16.01(3), Florida Statutes, on the Effect of Local Land Development Regulations and Local Agreements on State-Owned Lands Acquired from Pointe Mezzanine, LLC and Pointe Resort, LLC located in Norriego Point

Dear Attorney General Uthmeier,

I serve as the Okaloosa County Board of County Commissioners' appointed Liaison for the above-referenced park property and project ("State Park"), and I write in that capacity as well as in my role as the Okaloosa County District 5 Commissioner. Because I have been tasked with fact-finding, intergovernmental coordination, and community engagement relating to this State Park, I respectfully request an official opinion and legal advice to properly fulfill my responsibilities. The questions presented below are not academic; they directly affect how the County must conduct its duties as the State-designated managing agency.

Pursuant to section 16.01(3), Florida Statutes, I respectfully request an official opinion on questions of Florida law arising from the Board of Trustees of the Internal Improvement Trust Fund's ("BOT") approval of Agenda Item 4F at the Florida Cabinet meeting of September 30, 2025, attached hereto as Exhibit 1. Agenda Item 4F concerns the State's option to acquire approximately four (4) acres in Okaloosa County from Pointe Mezzanine, LLC and Pointe Resort, LLC for $83,326,520, and it expressly designates Okaloosa County as the managing agency with responsibility for management, operations, maintenance, and related public obligations.

The State Park property is located within the City of Destin in Okaloosa County. Because the County is designated as the managing agency, and because the State Park is owned by the State and will be managed as a public park, the County has a direct and substantial interest in understanding the applicability and legal effect, if any, of municipal land use regulations, municipal rezoning actions, proposed interlocal agreements, and protective covenants and restrictions on the development and use of the State Park property.

■ 1250 N. Eglin Pkwy, Suite 100 • Shalimar, FL 32579 • (850) 651-7105 • Fax: 651-7142
■ 302 N. Wilson St., Suite 302, • Crestview, FL 325365 • 850-689-5030

Board of County Commissioners

I. STATEMENT OF FACTS (Summary)

BOT Agenda Item 4F (September 30, 2025) requested consideration of: (a) an option agreement to acquire approximately four acres in Okaloosa County pursuant to Section 174, Chapter 2025-198, Laws of Florida; (b) designation of Okaloosa County as the managing agency; and (c) confirmation of the management policy statement. The item was approved as presented.

The management policy statement confirmed by the BOT states as follows:

> The subject property will be managed as a new park by Okaloosa County in collaboration with the City of Destin's Norriego Point Beach Access and Park. Okaloosa County will organize the management, maintenance, and operation of the subject property, and will oversee all aspects of the new park, including capital projects, construction procurement, insurance, staffing, utilities, and rule enforcement. In accordance with Chapter 259, F.S., Okaloosa County will implement best management practices to support the conservation and public access principles of the park.

Following the BOT action, the City of Destin approved an interlocal agreement to present to the County related to the future development and use of the State Park property, attached hereto as Exhibit 2. The Okaloosa County Board of County Commissioners declined to consider the agreement in the form presented. The City of Destin subsequently adopted Resolution 26-05 requesting the State to authorize the City of Destin to serve as the lessee and local managing entity for the State Park, which is attached hereto as Exhibit 3.

The County also received a letter and resolution from the Holiday Isle Improvement Association, Inc., which included certain provisions of its protective covenants and restrictions that purportedly apply to the State Park property. The letter is attached hereto as Exhibit 4. Similarly, the City of Destin has expressed its position that the City's land use regulations, zoning designations and permitting processes govern the future development and use of the State Park property.

II. QUESTIONS PRESENTED

A. Local zoning and development standards — To what extent, if any, does a municipality's land development regulations, zoning designations, development standards, or permitting processes apply to the development and use of the State-owned park property?

B. Managing-agency authority vs. delegation — Given that Agenda Item 4F designates Okaloosa County as the managing agency and confirms a management policy statement assigning organizational responsibility to the County, may the County or any State agency alter the management structure of the State Park (i.e., designate another entity to serve as the managing agency) absent further BOT action?

C. Interlocal agreements — May an interlocal agreement between a County and a City lawfully impose municipal development standards or municipal approval authority that would effectively override, constrain, or supplant the County's BOT-designated responsibilities without additional BOT authorization?

Board of County Commissioners

D. Protective covenants and restrictions — Do protective covenants or restrictions, such as the Holiday Isle covenants, apply to the State Park property, and if so, under what circumstances?

E. Collaboration requirement — To what extent does the requirement for collaboration with the City of Destin's Norriego Point Beach Access and Park allow for City oversight or control over the State Park property or the County's management responsibilities?

III. REQUEST

For the reasons stated above, I respectfully request that the Office of the Attorney General issue an official opinion addressing the questions included in Part II above. Should the Opinions Section need further documentation, my office will provide them promptly.

Respectfully submitted,

Drew Palmer
Okaloosa County Board of County Commissioners
Commissioner, District 5

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Memorandum

TO:

Office of the Secretary	___
Office of General Counsel	___
Office of Resilience and Coastal Protection	___
District Office	___
Division of Recreation and Parks	___
Division of Water Resource Management	___
Division of State Lands	X

FROM: Karen Williams McKinney, Director
Office of Cabinet Affairs

SUBJECT: Notice of Board Action

DATE: September 30, 2025

ITEM # **Item 4F**

TITLE: **Pointe Mezzanine LLC and Pointe Resort, LLC Option Agreement/ Okaloosa County**

CABINET MEETING DATE: September 30, 2025

ACTION: Approved with objection by the CFO

☐ Future Board of Trustees' Action Required
If required, date to be taken to Board of Trustees: _____

☐ Action/Follow-Up Needed
Comments: _____

MEMBERS:

	Present	Absent
GOVERNOR DESANTIS	X	
ATTORNEY GENERAL UTHMEIER	X	
CHIEF FINANCIAL OFFICER INGOGLIA	X	
COMMISSIONER OF AGRICULTURE SIMPSON	X	

The above action was taken on the subject division agenda item at today's meeting. Will you please see that the information is provided to appropriate staff for further processing/handling of the matter and that the formal action as noted is made a part of the division's master file.

Please contact our office immediately if you have any questions relating to the item's action as noted (850-245-2703). Thank you.

KW/kw

FLORIDA DEPARTMENT OF
Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

STATE OF FLORIDA

COUNTY OF LEON

CERTIFICATE

I, Karen Williams McKinney, do hereby certify that the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, met on September 30, 2025, and approved Item 4F detailed below, on the agenda for that date.

Item 4F **Pointe Mezzanine LLC and Pointe Resort, LLC Option Agreement/ Okaloosa County**

REQUEST: Consideration of (1) an option agreement to acquire approximately 4 acres in Okaloosa County from Pointe Mezzanine, LLC and Pointe Resort, LLC, pursuant to Section 174, Chapter 2025-198, Laws of Florida; (2) designation of Okaloosa County as the managing agency; and (3) confirmation of the management policy statement.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Okaloosa

LOCATION: Unsectionalized Township 02 South, Range 22 West

CONSIDERATION: $83,326,520

PARCEL	ACRES	APPRAISED BY Gilbert (03/15/2025)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Pointe Mezzanine, LLC and Pointe Resort, LLC	4	$83,326,520	$83,326,520	$7,901,214*	$83,326,520** (100%)	120 days after BOT Approval

*Property was purchased in 2016 and 2017.
**$20,831,630 per acre.

STAFF REMARKS: Pursuant to Section 174, Chapter 2025-198, Laws of Florida, the Department was directed to acquire the subject property as it is wholly within Okaloosa County, will provide public access, is adjacent to the Gulf Island National Seashore, and is located next to a local government park. As provided in the aforementioned section of the Laws of Florida, the appraisal utilized for this acquisition was an existing appraisal performed by an appraiser from the Department's approved appraisers list. A second appraisal is also being provided for additional information.

Property Description
The subject property is comprised of two non-contiguous parcels totaling approximately 4 acres adjacent to the Gulf Islands National Seashore conservation area in Okaloosa County. The property's western boundary is shared with the City of Destin's Norriego Point Beach Access and Park (Park), and both properties are along the south side of Destin Harbor.

This acquisition will provide enhanced public access to the Park by connecting it to Gulf Shore Drive. Once acquired, the park area will expand to nearly 16 acres, offering an expansive beachfront, over 100 parking spaces, and excellent outdoor recreational opportunities for boating, fishing, and swimming.

The subject property is currently zoned for high-density residential use, allowing for a variety of residential developments. Conservation of this property would prevent this type of development and create additional recreational opportunities for the public.

The Department and the City of Destin are nearing completion of a $12 million project to stabilize and enhance the Park. This initiative aims to improve recreational activities at the Park while also providing a component of protection of the Destin Harbor and Harborwalk Village. The revitalization is essential for both expanding recreational use and stabilization of the Park.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Managing Agency
The subject property will be managed by Okaloosa County as a new park, in collaboration with the adjacent City of Destin's Norriego Point Beach Access and Park. The associated docking facility, authorized by Board of Trustees sovereign submerged lands Lease No. 460338621, will be assigned to Okaloosa County and utilized as a public recreational marina further increasing recreational opportunities to the general public.

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

> The subject property will be managed as a new park by Okaloosa County in collaboration with the City of Destin's Norriego Point Beach Access and Park.

Okaloosa County will organize the management, maintenance, and operation of the subject property, and will oversee all aspects of the new park, including capital projects, construction procurement, insurance, staffing, utilities, and rule enforcement. In accordance with Chapter 259, F.S., Okaloosa County will implement best management practices to support the conservation and public access principles of the park.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4F)

RECOMMEND: APPROVAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Board of Trustees of the Internal Improvement Trust Fund on this 30th day of September 2025.

Karen Williams McKinney, Director
Office of Cabinet Affairs

SEAL

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS FOR COLLABORATION ON THE FUTURE USE OF THE STATE PARK ADJACENT TO NORRIEGO POINT

THIS INTERLOCAL AGREEMENT is made by and between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the "**County**") and the **CITY OF DESTIN**, a municipal corporation organized under the laws of the State of Florida, located at 4200 Indian Bayou Drive, Destin, FL 32541 (hereinafter referred to as "**City**")(collectively the "**Parties**").

RECITALS:

WHEREAS, on December 10, 2025, the State of Florida acquired approximately 3.99 acres of waterfront property located entirely within the City of Destin for conservation purposes and for future use as a State Park (hereinafter the "**State Park**"); and

WHEREAS, the State Park is located entirely within the municipal boundaries of the City of Destin; and

WHEREAS, the State Park is adjacent to the City-owned Norriego Point Park (hereinafter "**City Park**") and is served by a City-owed right-of-way and parking area; and

WHEREAS, it is understood between the Parties that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is currently considering entering into a lease agreement with Okaloosa County for the future development and management of the State Park; and

WHEREAS, if Okaloosa County acquires a leasehold interest or any other interest in the State Park, the City and County desire to work together to collaborate for the future use of the State Park; and

WHEREAS, the Parties recognize that the State of Florida endeavors that the State Park be developed and managed consistently and in collaboration with the adjacent City Park; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.0l(l)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. RECITALS.

The above recitals are incorporated into this Interlocal Agreement and are adopted as findings of fact.

SECTION 2. AUTHORITY.

This Interlocal Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and pursuant to the constitutional and statutory powers of the County and the City.

SECTION 3. CITY AND COUNTY COLLABORATION.

The Parties recognize that the Subject Property is located entirely within the City of Destin, and that the City of Destin owns and controls the right-of-way serving the property, as well as the adjacent City Park. The Parties further recognize that the State intends for the new State Park to be developed and managed in collaboration with the City of Destin and City Park. As such, in the event that the County obtains a legal interest in the State Park by virtue of a lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (or other conveyance of interest from the State of Florida), the County agrees that it will coordinate and collaborate with the City of Destin prior to the submission of any application to any governmental entity relating to the State Park. Further, the County and City agree to collaborate on future plans for development of the Property consistent with the City's

Comprehensive Plan and Land Development Code, and agree to work together to prepare a management plan for consideration by the State of Florida. In the event the County obtains a leasehold interest or any other legal interest in the State Park, neither party will submit a proposed management plan to the State of Florida without first obtaining approval from the governing body of the County and the City.

SECTION 4. TERM.

This Interlocal Agreement shall commence and be effective upon its approval and execution by the elected bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Okaloosa County, Florida. This Interlocal Agreement shall be in effect until terminated, or amended, as described in Section 7. Termination/Modifications to Interlocal Agreement.

SECTION 5. MODIFICATIONS TO INTERLOCAL AGREEMENT.

Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, signed both either the Chair of the County or the County Manager, as directed by the Board, and the City, and filed with the Clerk of the Circuit Court in and for Okaloosa County, Florida. This section does not apply to any changes made to the person to whom notices shall be mailed as set forth in Section 6 herein.

SECTION 6. NOTICE.

Any required notice to be provided by either Party to this Interlocal Agreement shall be delivered to the other Party's representative at the following locations:

Okaloosa County Administrator

John Hofstad
1250 N. Eglin Pkway
Suite 102
Shalimar, FL
(850) 651-7515
jhofstad@myokaloosa.com

Destin City Manager

Larry Jones
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242
ljones@cityofdestin.com

With a copy to :

Lynn Hoshihara
County Attorney
1250 N. Eglin Pkway
Shalimar, FL
850_____
lhoshihara@myokaloosa.com

Kimberly Romano Kopp
City Attorney
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242
kkopp@cityofdestin.com

Any notice to be sent to either Party under the provisions of this Interlocal Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein. Any change of the person to whom a mailing is to be sent shall be provided to the other party in writing and further shall provide the effective date of said change.

SECTION 7. PUBLIC RECORDS

The Parties agree to comply with the requirements of Florida's Public Records Law and public records requests made in accordance with Chapter 119, Florida Statutes.

SECTION 8. JURISDICTION AND VENUE.

All questions pertaining to the validity and interpretations of this Interlocal Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either

Party against the other concerning this Interlocal Agreement shall be filed in a court having jurisdiction in Okaloosa County, Florida, which shall be deemed the proper venue for any action arising out of or through this Interlocal Agreement.

SECTION 9. ATTORNEY'S FEES AND COSTS.

In the event of any litigation between the parties arising out of this Interlocal Agreement, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY.

If any section, paragraph, sentence, clause, phrase, or word of this Interlocal Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Interlocal Agreement. The remainder of this Interlocal Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 11. ASSIGNMENT.

Neither the County nor the City, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 12. ENTIRE AGREEMENT.

This Interlocal Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Interlocal Agreement shall not be modified except in writing and executed by all Parties or as otherwise allowed under the terms of this Interlocal Agreement.

SECTION 13. INTERPRETATION.

Both Parties have had the opportunity to consult with legal counsel and to participate in

the drafting of this Interlocal Agreement. Consequently, this Interlocal Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by its duly authorized representatives, effective as of the last date below.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

_____

By: TREY GOODWIN
Its: Chairman
Date: _____

Attest as to authenticity of the
Chair's signature:

_____
Its: County Clerk

Approved as to form and legality for Okaloosa County

_____
Lynn Hoshihara, County Attorney

CITY OF DESTIN

_____
Bobby Wagner, Mayor

_____
Date

ATTEST:

_____
Rey Bailey, City Clerk

Approved as to form and legality for the
City of Destin

_____
Kimberly Romano Kopp, City Attorney

RESOLUTION 26-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; REQUESTING THAT THE STATE OF FLORIDA AUTHORIZE THE CITY OF DESTIN TO SERVE AS THE LESSEE AND LOCAL MANAGING ENTITY FOR THE NEWLY ACQUIRED STATE PARK LOCATED WITHIN HOLIDAY ISLE IN THE CITY OF DESTIN; EXPRESSING WILLINGNESS TO COMMITT CITY FUNDING IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000.00) TO MAINTAIN THE STATE PARK AS VALUABLE CONSERVATION LAND; PROVIDING FOR FINDINGS OF FACT; DIRECTING TRANSMITTAL OF THIS RESOLUTION TO THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in December, 2025, the State of Florida acquired approximately 3.99 acres of property within the City of Destin, Florida, as conservation land to be used as a future state park ("State Park"); and

WHEREAS, the newly acquired State Park property is located entirely within the municipal boundaries of the City of Destin in a residential neighborhood known as Holiday Isle; and

WHEREAS, the State Park is directly adjacent to Norriego Point Park, a City-owned park that has been intentionally preserved, in conjunction with the Department of Environmental Protection, as a quiet, conservation-oriented natural area consistent with the surrounding residential character; and

WHEREAS, the State of Florida has expressed an interest in ensuring that the State Park is developed and managed in collaboration with the conservation-oriented character of the adjacent City-owned Norriego Point Park and the surrounding natural environment; and

WHEREAS, since the initial discussions regarding potential management of the newly acquired State Park, the City has continued to evaluate the long-term stewardship needs of the site and has determined that municipal management would provide the most direct and coordinated oversight consistent with the property's location within the City limits; and

WHEREAS, due to the State Park's location entirely within the City limits and its proximity to existing City parkland, the City is uniquely positioned to provide responsive local stewardship, operational efficiency, and direct accountability to the surrounding community; and

WHEREAS, the City of Destin has demonstrated a commitment to protecting natural resources and maintaining conservation-focused parks for the benefits of residents and visitors alike; and

WHEREAS, management of the State Park by the City would ensure consistent land use policies, conservation standards, and park management practices with the adjacent City Park and surrounding zoning; and

WHERAS, the City's Comprehensive Plan and adopted land development regulations emphasize the preservation of environmentally sensitive lands and the protection of established residential neighborhoods from incompatible land uses; and

WHEREAS, the lands surrounding the State Park are predominantly designated for residential and conservation uses under the City's State-approved Comprehensive Plan and the City's land development regulations, reflecting the community's long-standing vision for low-impact environmental stewardship in this area; and

WHEREAS, consistent local management of the State Park would help ensure that any improvements, operations, or access features are appropriately scaled and compatible with the

surrounding residential and conservation uses; and

WHEREAS, because the property is surrounded by City infrastructure, residential neighborhoods, and conservation lands, the City is uniquely positioned to ensure that the State Park's management reflects local planning objectives, environmental priorities, and community expectations; and

WHEREAS, allowing the City to serve as the managing entity would support efficient intergovernmental cooperation and promote a stewardship approach that aligns with the existing character of the surrounding community; and

WHEREAS, the City is uniquely positioned to provide responsive local management, maintenance, and stewardship due to its proximity, existing park operations, and direct accountability to nearby residents; and

WHEREAS, residents living in close proximity to the property have expressed strong support for the City to serve as the managing entity in order to preserve the area's natural, passive recreational and conservation character; and

WHEREAS, the City believes that the long-term public interest would be best served by management practices that emphasize environmental preservation, passive recreation, and low-impact public access, consistent with the beautiful natural character of the site and the surrounding residential area; and

WHEREAS, the City has demonstrated its ability to successfully manage nearby natural parks in a manner that balances public access, environmental protection, and neighborhood compatibility; and

WHEREAS, the City's management would allow the park to be integrated into the City's existing network of conservation land and passive recreational areas, improving efficiency and

coordination of stewardship efforts; and

WHEREAS, the City recognizes that various park management models can include differing levels of recreational development and amenities, and believes that management by the City would best ensure that the property is maintained in a manner that passive recreation, public use of the docks, conservation, and neighborhood compatibility; and

WHEREAS, local management by the City would help ensure that future uses of the property remain consistent with the community's expectations and the established character of the surrounding residential and conservation areas; and

WHEREAS, stewardship of the State Park by the City of Destin would support the conservation and public benefit objectives of the Florida Department of Environmental Protection while ensuring locally responsive management; and

WHEREAS, the City of Destin endeavors to manage the State Park property only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(7), Florida Statutes, and as set forth in the City of Destin's state-approved Comprehensive Plan; and

WHEREAS, the City's Comprehensive Plan provides for a Conservation Future Land Use designation that would be appropriately considered for the State Park, and is already in place for the City's adjacent Norriego Point Park; and

WHEREAS, the aforementioned City Conservation Future Land Use designation permits docks, beach accessways, such as dune walkovers, parking, restroom facilities, and passive recreation; and

WHEREAS, the City of Destin is prepared to invest municipal resources into the

stewardship and improvement of the property and is willing to commit funding for the redevelopment, restoration, and enhancement of the State Park in an amount not to exceed **Five Million Dollars ($5,000,000.00)** in order to support environmentally sensitive improvements, passive recreational amenities, and long-term conservation management consistent with the character of the surrounding community; and

WHEREAS, the City respectfully requests that the State reconsider or amend any prior management arrangements in order to allow the City of Destin to assume responsibility for stewardship and management of the State Park; and

WHEREAS, the City remains committed to cooperative intergovernmental relationships and believes that authorizing the City to serve as the managing entity would enhance coordination for conservation efforts, public use of the docking facilities and other amenities, and park operations within the municipal boundaries; and

WHEREAS, the City stands ready to work collaboratively with the Florida Department of Environmental Protection and other governmental partners to ensure that the property is managed in a manner that supports the State's conservation, environmental stewardship, and public recreation objectives; and

WHEREAS the City Council has determined that the policy set forth in this Resolution 2026-05 serves the health, safety and welfare of residents and visitors of the City of Destin; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, THAT:

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Request to Serve as Lessee and Managing Entity for State Park. The City Council hereby respectfully requests that the State of Florda authorize the City of Destin to serve as the Lessee and local managing entity for the State Park. The City affirms its commitment to managing the property in a manner that emphasizes environmental stewardship, conservation, passive recreation, and compatibility with surrounding residential and conservation areas.

Section 3. Financial Commitment. The City of Destin is prepared to invest municipal resources into the stewardship and improvement of the State Park property and is willing to commit funding for the redevelopment, restoration, and enhancement of the State Park in an amount not to exceed **Five Million Dollars ($5,000,000.00)** in order to support environmentally sensitive improvements, passive recreational amenities, and long-term conservation management consistent with the character of the surrounding community.

Section 4. Transmittal to State of Florida. The City Council directs the City Manager and City Attorney to communicate the City's interest in serving as the managing entity for the State Park and to work with the State of Florida and any relevant agencies regarding potential management arrangements. The City Clerk is directed to transmit a copy of this Resolution to the Florida Department of Environmental Protection, members of the local legislative delegation, and other appropriate officials.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 16th DAY OF MARCH, 2026.

BOBBY WAGNER, MAYOR

ATTEST:

REY BAILEY, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE CITY OF DESTIN:

KIMBERLY ROMANO KOPP
CITY ATTORNEY

HAND ARENDALL HARRISON SALE

Leslie D. Sheekley
lsheekley@handfirm.com
DIRECT 850 460 3691 / FAX 850 424 5093
BOARD CERTIFIED - BUSINESS LITIGATION

March 19, 2026

Via email to: managerinfo@myokaloosa.com and jhofstad@myokaloosa.com and Regular First-Class Mail
Mr. John Hofstad
Okaloosa County Administrator
Okaloosa County Administration Building
1250 N. Eglin Parkway, Suite 102
Shalimar, Florida 32579

Via email to: lhoshihara@ngnlaw.com and Regular First-Class Mail
Ms. Lynn Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Dr, Ste. 200

Re: State Purchased Property on Holiday Isle – HIIA Resolution

Dear John and Lynn:

On behalf of our client, Holiday Isle Improvement Association, Inc. ("HIIA"), I write regarding Resolution 26-05 adopted by the City of Destin on March 16, 2026, an enclosed Resolution of the Board of Directors of HIIA, and statements made by commissioner Jim Bagby at the Destin City Council meeting of March 16, 2026, regarding the likelihood of litigation should the County proceed with efforts for commercial operations on the state parcel.

As you know, the 4-acre parcel acquired by the state ("State Parcel") is zoned high density residential. Such, and the development orders of the City of Destin for development of the private condominium and appurtenant private boat slips, are consistent with the 2005 settlement agreement with the previous property owner and covenants and restrictions of the Holiday Isle PC&Rs.[1] The development plans proposed by the County in a draft management plan and continuing to be discussed as possibilities in public meetings are not.

The Holiday Isle PC&Rs applicable to the State Parcel provide in pertinent part:

(a) no building, structure pier, dock or other improvement shall be commenced, placed, erected or altered on any property or area on Holiday Isle until approved by the Board and a Building Permit is issued;

[1] The Fourth Amended and Restated Protective Covenants and Restrictions of Holiday Isle are recorded at Book 3234, Page 4488 of the public records of Okaloosa County, Florida (as amended by a First and Second Amendment thereto, "PC&Rs")

(b) "boat slips shall not be rented as a business or commercial activity" and "no commercial activity is permitted";

(c) "[n]o business of any kind shall be operated on Holiday Isle except for home occupations"; and

(d) no parcel "shall be conveyed, leased or transferred as a public beach access that is not for the exclusive use of Holiday Isle Property owners or their guests".

While it is understood that nothing has yet been formalized by the county regarding a lease with the state or commercial operations for the State Parcel, the County has yet to acknowledge the applicability of the HIIA governing documents for the parcel, and statements supportive of commercial development are continuing to be made by county commissioners and staff in open meetings. Accordingly, enclosed please find a Resolution of the Board of Directors of Holiday Isle Improvement Association, Inc., adopted March 19, 2026, in support of the City of Destin's Resolution No. 26-05. Such is in recognition of the City's expressed intention to implement, preserve and manage a use of the State Parcel consistent with the conservation and with the desires of Holiday Isle residents and the HIIA covenants and restrictions. With confirmation of such use, the Board will support an amendment to the PC&Rs, if and as necessary, for an exception to the prohibition of public beach access for the parcel. Alternatively, should the State Parcel (upland property or docking facility) be developed for commercial operations or otherwise in violation of the Holiday Isle governing documents, HIIA will undertake pursuit of all available legal remedies for enforcement of its covenants and restrictions, whether together with the City of Destin or independently, if necessary.

I am available to discuss the foregoing with you at your convenience and ask that you provide this correspondence and the enclosed Resolution to each of the County Commissioners and to Mr. Coffey.

Sincerely,

Leslie D. Sheekley

Leslie D. Sheekley
For the Firm

cc: Client, *via email only*
Kimberly Kopp, City of Destin Attorney, *via email only*

Adopted March 11 2026

RESOLUTION
HOLIDAY ISLE IMPROVEMENT ASSOCIATION, INC.
State Parcel

WHEREAS, Holiday Isle Improvement Association, Inc. ("HIIA" or "the Association") is responsible for the operation and management of the Association and of single family detached, townhome and condominium residential properties on Holiday Isle within the City of Destin, Okaloosa County, Florida; and

WHEREAS, the governing documents and laws for HIIA consist of the Protective Covenants and Restrictions of Holiday Isle ("PC&Rs"), Articles of Incorporation, Bylaws, Rules, and Regulations, the Florida HOA Act, and the Florida Not for Profit Corporation Act along with any and all amendments to each of these items (collectively "**Governing Documents**"); and

WHEREAS, the Governing Documents have delegated the authority and responsibility to govern the Holiday Isle covenants, restrictions and operations to the HIIA Board of Directors ("Board"); and

WHEREAS, by that certain warranty deed recorded on December 11, 2025, in the public records of Okaloosa County, Florida, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("**the State**") acquired fee simple ownership of a 3.99-acre parcel of land on Holiday Isle; specifically, Property Appraiser's Parcel ID Nos. 002S24305000000010 and 002S24305000000020 ("**State Parcel**"); and

WHEREAS, the State acquired the State Parcel from co-owners Pointe Mezzanine, LLC, a Florida limited liability company and Pointe Resort, LLC, a Florida limited liability company; and

WHEREAS, the State Parcel is the subject of a 2005 litigated Settlement Agreement between HIIA and the then owner of the State Parcel, Pointe One, LLC ("**Settlement Agreement**"). The Settlement Agreement, recorded at Book 3354, Pages 1321 in the public records of Okaloosa County by Robert Guidry (a principal of Point Mezzanine, LLC and Pointe Resort, LLC), provides in pertinent part that (1) a residential condominium may be constructed on the property in accordance with an agreed upon site plan, with any changes constituting more than minor modifications requiring HIIA approval; (2) that the HIIA PC&Rs are binding on the owner of the parcel and any successors and assigns; and (3) that HIIA Assessments on the parcel would be brought current.

WHEREAS, the City of Destin issued a Development Order for the condominium and separately for a private docking facility (D.O. No. 21-23), with boat slip private exclusive use rights appurtenant to ownership of the condominium units.

WHEREAS, D.O. No. 21-23 specifically provides:

(a) No use of the docking facilities may be made until a certificate of occupancy is issued for the condominium; and
(b) "Any commercial use of the docking facilities is expressly and strictly prohibited"; and
(c) "The docking facilities authorized herein are authorized as long-term residential boat slips for use by residents of the upland condominium…";

WHEREAS, to the extent the condominium and appurtenant docking facility were consistent with the Settlement Agreement, City of Destin zoning for the property as High Density Residential and with the HIIA Governing Documents, HIIA supported and did not object to construction of the docking facility, nor to the proposed construction of the residential condominium; and

WHEREAS, following construction of the docking facility but prior to and in lieu of commencing construction of the condominium, the owners, Pointe Mezzanine, LLC, and Pointe Resort, LLC, sold the State Parcel, inclusive of the docking facility, to the State; and

WHEREAS, Okaloosa County has expressed a desire to enter into a lease with the state to operate and manage commercial improvements and activities on the State Parcel and for the docking facility; and

WHEREAS, the HIIA PC&Rs provide in part: (1) no building, structure pier, dock or other improvement shall be commenced, placed, erected or altered on any property or area on Holiday Isle until approved by the Board and a Building Permit is issued; (2) "boat slips shall not be rented as a business or commercial activity" and "no commercial activity is permitted"; (3) "[n]o business of any kind shall be operated on Holiday Isle except for home occupations"; and (4) pursuant to Section 4.16, no parcel "shall be conveyed, leased or transferred as a public beach access that is not for the exclusive use of Holiday Isle Property owners or their guests"; and

WHEREAS, unlike the State Parcel, the adjacent City-owned Norriego Point Park property was dedicated by Okaloosa County in 1961 as a public park; which dedication was prior to the recording of the original HIIA PC&Rs and well before the PC&R's were amended to add the prohibition of Section 4.16; and

WHEREAS, Holiday Isle residents have expressed in public meetings and to HIIA Board members strong opposition to any form of commercial activity on the State Parcel, citing not only the prohibitions against such in the HIIA Governing Documents, but also the residential character of the surrounding community and concerns with nuisances and traffic congestion along the dead-end two-lane Gulf Shore Drive leading to the State Parcel; and

WHEREAS, the City of Destin adopted on March 16, 2026 Resolution 26-05 ("**City Resolution**", copy attached), requesting that the State of Florida authorize the city of Destin to serve as the lessee and local managing entity for the newly acquired state park located within Holiday Isle in the City of Destin expressing a willingness thereby to commit City funding in an amount not to exceed five million dollars ($5,000,000.00) to maintain the state park as valuable conservation land; and

WHEREAS, recognizing the City's demonstrated commitment to protecting natural resources and maintaining conservation focused parks for the benefit of residents and visitors with the adjacent City-owned Norriego Point Park, the City Resolution proposes an allowance for the City to serve as the managing entity for the State Parcel, consistent with and subject to a Conservation Future Land Use designation as set forth in §259.032(7), Florida Statutes, and as set forth in the City of Destin's state-approved Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the foregoing recitals as if fully set forth herein, and subject to the following conditions, supports the City of Destin's Resolution No. 26-05.

1. The City of Destin will work collaboratively not only with the Florida Department of Environmental Protection and other governmental partners to ensure that the property is managed in a manner that emphasizes environmental stewardship, conservation, passive recreation, and compatibility with surrounding residential and conservation areas, but also with the HIIA Board of Directors and any HIIA committee or other appointed representatives to ensure adherence to the HIIA Governing Documents with respect to any site improvements and use of the State Parcel; and

2. With adequate documented assurance regarding development and management of the State Parcel with a Conservation Future Land Use designation (or like imposed and enforceable restrictions and limitations) consistent with the adjacent City-owned Norriego Point Park ("Limited Conservation Use"), if and to the extent such use could be deemed in violation of Section 4.16 of the PC&Rs prohibiting public beach access (public beach access that is not for the exclusive use of Holiday Isle Property owners or their guests) the Board will propose, support and advocate for a membership vote to amend the PC&Rs, allowing for an exception to Section 4.16 therein for such Limited Conservation Use by members of the public for the State Parcel.

THIS RESOLUTION was considered and approved at a Board meeting held the 19th day of March 2026, at which a quorum of Directors was present. There are 9 total Board members. The number of Board members who voted in favor of this Resolution is 9. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

HOLIDAY ISLE IMPROVEMENT ASSOCIATION, INC.

By: Cari M. Coleman
Name: Cari M. Coleman
Board of Directors, Vice President

ITEM # 2026-887

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Lisa Firth, Parks & Rec Director
Ryan Reed, Deputy Parks/Rec Director
Krystal Strickland, Finance Director

DATE: June 10, 2026

SUBJECT: 4th of July Fireworks and Drone Show

I. BACKGROUND: If approved by Council, the City will be outsourcing a drone show in conjunction with the 4th of July Fireworks show. The show will begin with one or two fireworks shots to get the attention of watchers, followed by a 12-minute drone show that will begin at 9 pm. The drone show will then be followed by a 22-minute firework show.

In regard to the take permit, Eglin Air Force Base voluntarily coordinates with the Florida Fish and Wildlife Conservation Commission (FWC) and obtains applicable state shorebird take permits as part of its commitment to cooperative natural resource management. Although the activities occur on federal property, Eglin adheres to state permitting processes to maintain a strong partnership with FWC and ensure consistency in the conservation and management of state-listed shorebird species.

FWC also conducts shorebird monitoring and surveys on Eglin's public beach, making close coordination between the agencies essential. Additionally, FWC is a signatory to Eglin's Integrated Natural Resources Management Plan (INRMP), which establishes the framework for collaborative stewardship of natural resources on the installation. Compliance with applicable state permitting requirements is incorporated into the INRMP and reflects Eglin's longstanding practice of working cooperatively with state resource agencies to support conservation objectives while accomplishing the military mission.

Although the event takes place on federal property, FWC retains authority over the take of state-listed species, including imperiled beach-nesting birds such as Least Terns, Snowy Plovers, and Black Skimmers. The Take permit is therefore tied to the protected wildlife that may be affected by the event rather than the ownership of the property where the event occurs.

Council has approved the fireworks show, as well as the Take permit needed for the show (action agenda attached).

II. DISCUSSION:

- The west end of Norriego Point Recreation Area will be closed off for the drone show. The launch will be on the west side of the point (150 ft buffer outside the flight zone).
- The blue square on the map indicates the layout zone for the drones.
- The red square on the map indicates the flight zone for the drones.
- Z96 will provide additional music to the firework soundtrack.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The FY 2026 adopted budget includes $40,000 specifically for the July 4th fireworks show, plus $9,000 for the Bird "take" permit. The approved contract for the July 4th 2026 basic show, with Pyro Shows, is $39,100. The $9k take permit application and FWC licensed monitor are through ERC (Ecological Resource Consultants).
001.5740.534000 Special Events — Contracted Services

An additional $10,000 to expand the July 4th show with drones. The current adopted budget can pay for this additional cost without the need for a Budget Amendment (underspend on Christmas "special event" contracted services). However, we are optimistic that the Parks Foundation may raise the majority of the funds needed for the proposed enhanced show.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Motion to approve the fireworks and drone show, as presented.

Attachments:

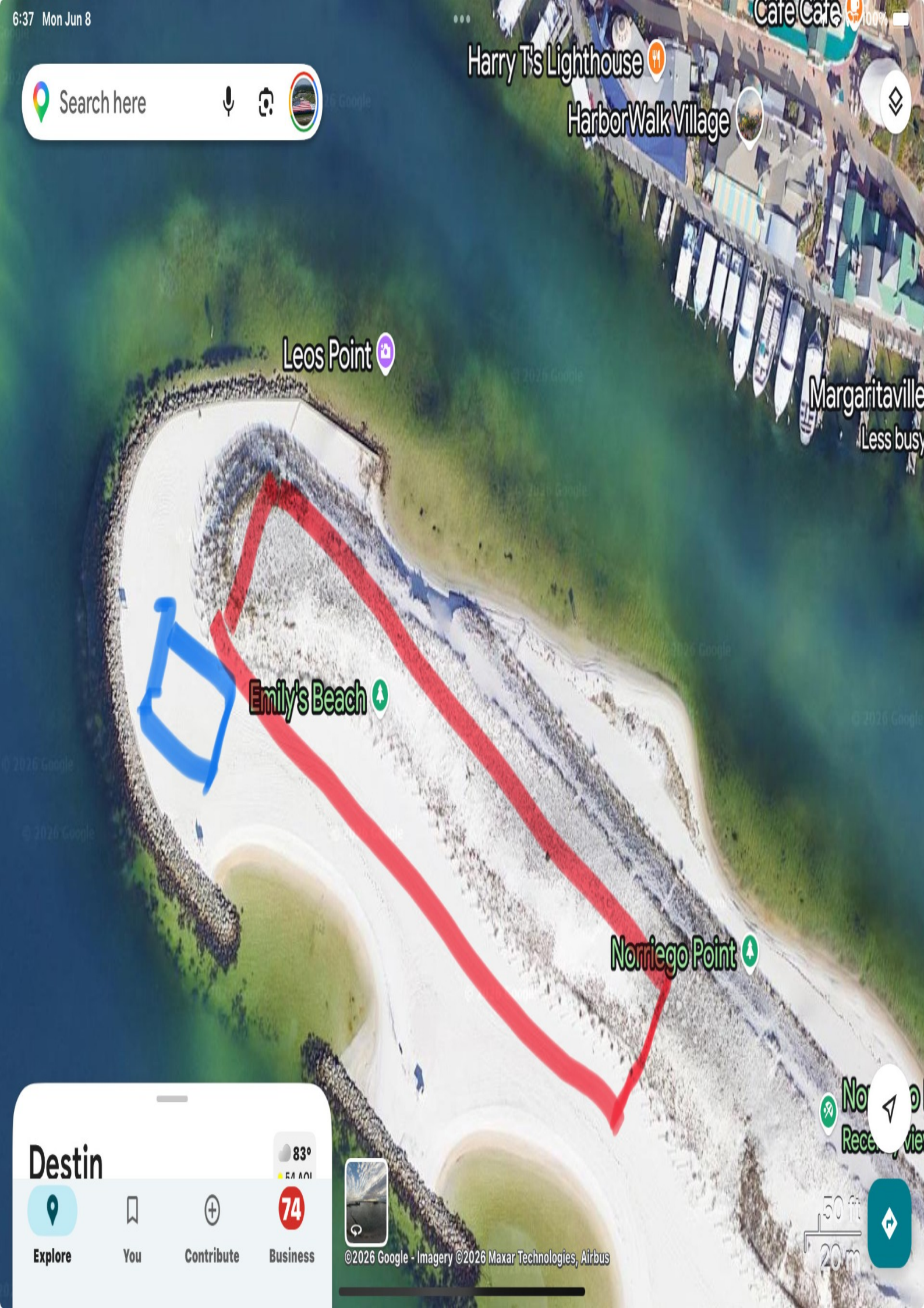
1. Eglin email
2. Drone location Map
3. jun1 action agenda

From: LAINE, STEPHEN C CIV USAF AFMC 96 CEG/CEIEA <stephen.laine.1@us.af.mil>
Sent: Wednesday, June 10, 2026 8:44 AM
To: Lisa Firth <lfirth@cityofdestin.com>
Subject: FWC permit

Eglin Air Force Base voluntarily coordinates with the Florida Fish and Wildlife Conservation Commission (FWC) and obtains applicable state shorebird take permits as part of its commitment to cooperative natural resource management. Although the activities occur on federal property, Eglin adheres to state permitting processes to maintain a strong partnership with FWC and ensure consistency in the conservation and management of state-listed shorebird species.

FWC also conducts shorebird monitoring and surveys on Eglin's public beach, making close coordination between the agencies essential. Additionally, FWC is a signatory to Eglin's Integrated Natural Resources Management Plan (INRMP), which establishes the framework for collaborative stewardship of natural resources on the installation. Compliance with applicable state permitting requirements is incorporated into the INRMP and reflects Eglin's longstanding practice of working cooperatively with state resource agencies to support conservation objectives while accomplishing the military mission.

Stephen C. Laine | Wildlife Biologist
Eglin AFB, FL | Natural Resources Office
850.902.3255


6:37 Mon Jun 8
Search here
Harry T's Lighthouse
HarborWalk Village
Leos Point
Margaritaville
Less busy
Emily's Beach
Norriego Point
Destin
83°
Explore
You
Contribute
Business
©2026 Google - Imagery ©2026 Maxar Technologies, Airbus

DESTIN CITY COUNCIL MEETING
JUNE 1, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM

Core Value of the Month - Integrity

CALL TO ORDER

*** INVOCATION (Pastor David J. Butler - Faith Assembly Christian Church)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Councilmember Hebert made a motion, seconded by Councilmember Bagby, to approve the agenda, passed 7-0.

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. Request to Speak about Safety - Wesley Poole

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. Approval of Wide-Format Community Development/Engineering Scanner Lease
   B. Approval of Minutes of May 18, 2026 Special Council Meeting at 5:30 p.m.
   C. Approval of Minutes of May 18, 2026 Special Council Meeting at 5:45 p.m.
   D. Approval of Minutes of May 18, 2026 Regular City Council Meeting

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to approve the consent agenda, passed 7-0.

4. **CITY MANAGER REPORTS**

A. 4th of July Fireworks

Councilmember Trammell made a motion, seconded by Councilmember Destin, to reconsider the action taken at the last council meeting on 4th of July, passed 7-0.

Councilmember Bagby made a motion, seconded by Councilmember Morgan, to approve option #3 ($10k add on drone show to fireworks and permit) with the caveat that the Parks foundation provide the $10k funding for the drone show. No vote taken.

Councilmember Bagby made an alternate motion, seconded by Councilmember Morgan, to approve option #2 including the extension of the fireworks contract for 1 year and applying for the shorebird permit, passed 7-0.

Councilmember Bagby made a motion, seconded by Councilmember Destin, to direct staff to bring back a proposed plan finalizing logistics for the fireworks/drone show, including a recommended funding source for the additional $10,000, and to invite representatives from the drone show and Parks Foundation to the next meeting, passed 6-1 with Councilmember Braden dissenting.

NOTE: Councilmember Destin requested a follow-up report on the monitoring permit status at the next council meeting.

B. Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park

Councilmember Schmidt made a motion, seconded by Councilmember Hebert, to direct the City Attorney to meet with the state (DEP), advise them of the actions taken by the City, and request that they once again consider the City becoming the Lessee of the property, passed 7-0.

NOTE: City Attorney Kopp will draft a Resolution supporting the City's position and Home Rule authority and Mayor Wagner will seek support from the other Mayors of Okaloosa County. Councilmember Hebert agreed to be the legislative sponsor.

C Utility Undergrounding Update

Councilmember Bagby made a motion, seconded by Councilmember Destin, to impose liquidated damages until the project is substantially complete and withhold collection to give the City Manager an opportunity to negotiate a mitigation plan for Council's consideration, passed 7-0.

D. Property Tax Reform Update

Councilmember Destin made a motion, seconded by Councilmember Trammell, to approve and support the letter sent over the weekend by Mayor Wagner on the proposed property tax reform bill, passed 6-1 with Councilmember Bagby dissenting.

E. Minutes of Standing Boards and Committees **(Informational Only)**

Councilmember Trammell made a motion, seconded by Councilmember Destin, to have the Public Works and Safety Committee also inspect sidewalks as they inspect the roads, passed 7-0.

F. Announcements

Councilmember Hebert made a motion, seconded by Councilmember Destin, to hire part-time deputies to help monitor parking at Norriego Point during the weekends through the tourist season, passed 7-0.

5. PUBLIC HEARINGS

A. Second Reading of Ordinance 26-06-LC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING THE EXISTING ARTICLE 11 OF THE LAND DEVELOPMENT CODE AS ARTICLE 7; CHANGING THE NAME OF EXISTING "ARTICLE 11 COASTAL MANAGEMENT AND CONSERVATION" TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY"; ADDING THE FOLLOWING EXISTING SECTIONS OF THE LAND DEVELOPMENT CODE TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY": SECTION 7.05.00 - PROTECTION AND PRESERVATION OF ARCHEOLOGICAL AND HISTORIC RESOURCES, SECTION 7.17.04 - OUTDOOR LIGHTING STANDARDS FOR THE MARINE TURTLE CONSERVATION ZONE, AND SECTION 7.20.00 - SMALL-SCALE ALTERNATIVE ENERGY GENERATION REGULATIONS; 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.

Councilmember Destin made a motion, seconded by Councilmember Hebert, to approve second reading of Ordinance 26-06-LC, passed 7-0.

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

A. Councilmember Braden

1.) 4th of July Fireworks

B. Councilmember Trammell

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to revise the public comments policy (Meeting Procedures Resolution) to include allowing public comments for each item on the agenda for council's consideration, passed 6-1 with Councilmember Braden dissenting.

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember Morgan

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

1.) 222 Sibert Litigation Update

7. PUBLIC COMMENTS

8. ADJOURNMENT at 8:52 p.m.

ITEM # 2026-889

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Larry Jones , City Manager
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 5/19/2026

SUBJECT: Utility Undergrounding Update

I. BACKGROUND: ADS was issued its Notice to Proceed on November 4, 2024. The term of the contract is 560 days from the NTP, which was May 18, 2026.

During the Regular City Council meeting on June 1, 2026, ADS requested a 115-calendar-day extension to the original completion date of May 18, 2026, extending the contract duration to September 10, 2026. The request was primarily associated with impacts related to FPL's Express Feeder expansion efforts, utility coordination activities, and delays involving utility-furnished materials, all of which affected the sequencing and completion of the remaining feeder wire installation and switching activities.

The contract states that Liquidated Damages are $1,500 per day. If this job requires an additional 115 days, that would represent $172,500 in liquidated damages.

In response to ADS's extension of completion request, the below motion was made and passed by the Council:

Councilmember Bagby made a motion, seconded by Councilmember Destin, to impose liquidated damages until the project is substantially complete and withhold collection to give the City Manager an opportunity to negotiate a mitigation plan for Council's consideration, passed 7-0.

II. DISCUSSION: The latest update from ADS (see attached email) indicates that substantial completion was achieved on June 9, 2026, as confirmed by Utility Consultants of Florida. Accordingly, liquidated damages should be assessed for 21 days at $1,500 per day, resulting in a total assessment of $31,500.

The Finance Director has confirmed that the remaining unpaid balance due to ADS is $2,926,847.45, which is more than sufficient to cover the assessed liquidated damages.

The City Manager has been engaged in discussions with representatives from FPL regarding a potential accommodation to offset the assessed damages. However, to date, no recommended proposal to mitigate the damages has been reached. Discussions remain ongoing, and updates will be provided as they progress. Any proposed resolution, accommodation, and associated value will be presented to Council for consideration at the appropriate time.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS): LOS will be increased with the completion of this project.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The latest update from ADS (see attached email) indicates that substantial completion was achieved on June 9, 2026, as confirmed by Utility Consultants of Florida. Accordingly, liquidated damages should be assessed for 21 days at $1,500 per day, resulting in a total assessment of $31,500.

IV. RECOMMENDED MOTION: Direct the Finance Department to withhold $31,500 from the final payment due to ADS and instruct the City Manager to continue negotiating a mitigation plan for presentation to the City Council at a future meeting.

Attachments:

1. City of Destin UG Update Presentation June 2026
2. Contract Extension Request
3. ADS_TIME EXTENSION_FINAL
4. Schedule for Contract Extension
5. City of Destin Change Order 260519

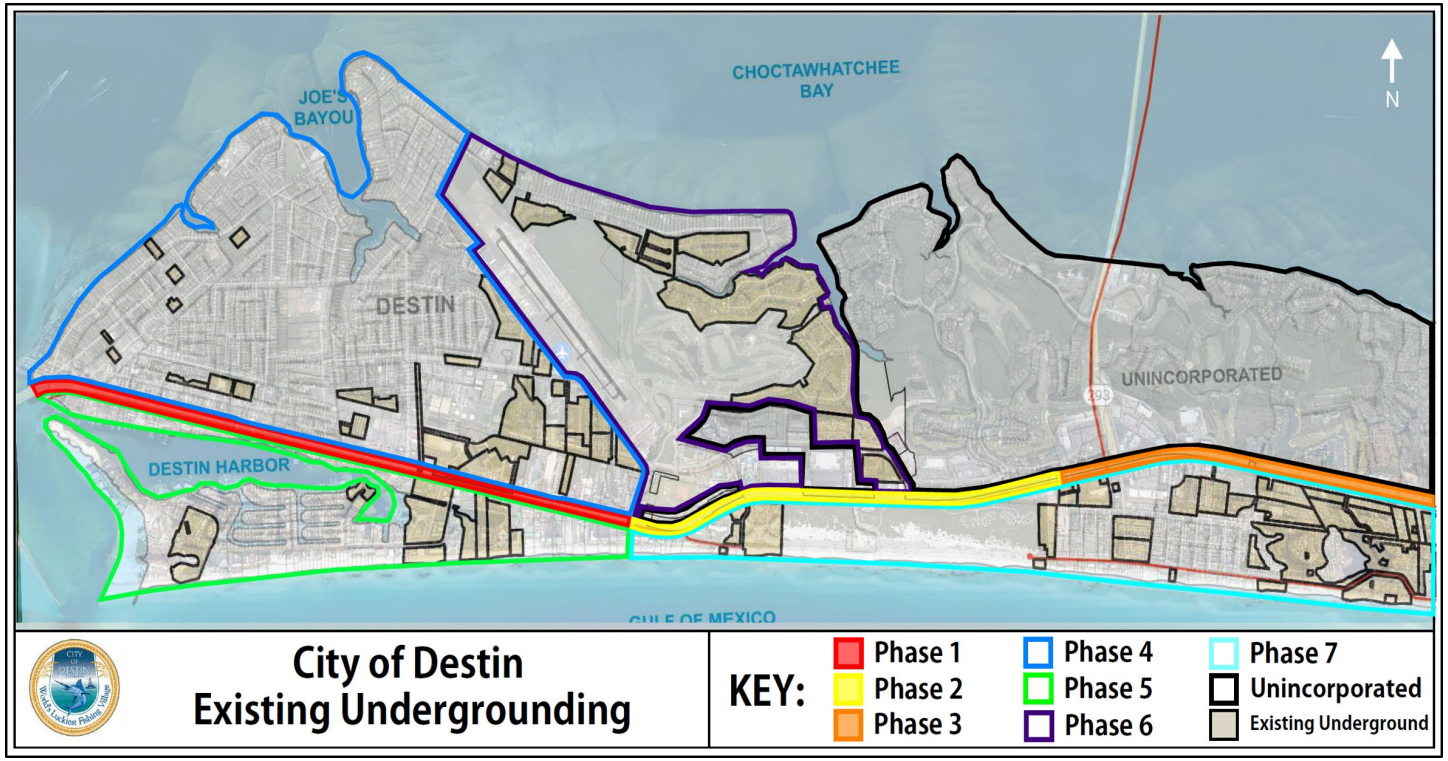
6. 6.8.2026 Update: Phase 1 Utility Underground Conversion Project – Construction Activities Complete Pending Utility Switching
7. 6.9.2026 email update: Re_ Phase 1 Utility Underground Conversion Project – Construction Activities Complete Pending Utility Switching
8. ADS Contract executed

UTILITY UNDERGROUNDING PROJECT MANAGEMENT UPDATE

City of Destin

Presented by:

Utility Consultants of Florida



PHASE 1 CONSTRUCTION

FPL

- ✓ FPL Conduit Installation:
  - ✓ 30K lf 6”
  - ✓ 215K lf 2”
- ✓ Equipment 170 total
- ✓ Primary cable pull complete
- ✓ Hand hole & vaults complete

CARRIERS

- ✓ Communications Conduit installation complete: 176k lf
- ✓ Communications carriers have begun finalizing conversion work

FPL BETTERMENT JOB/EXPRESS FEEDER

FPL

FPL Express Feeder

- ✓ Conduit Installation:
  - ✓ 85% complete
- ✓ Hand hole & vaults – pending receipt (30 days to install)
- ✓ Feeder cable pull 30 days following vault installation (30 days to pull)

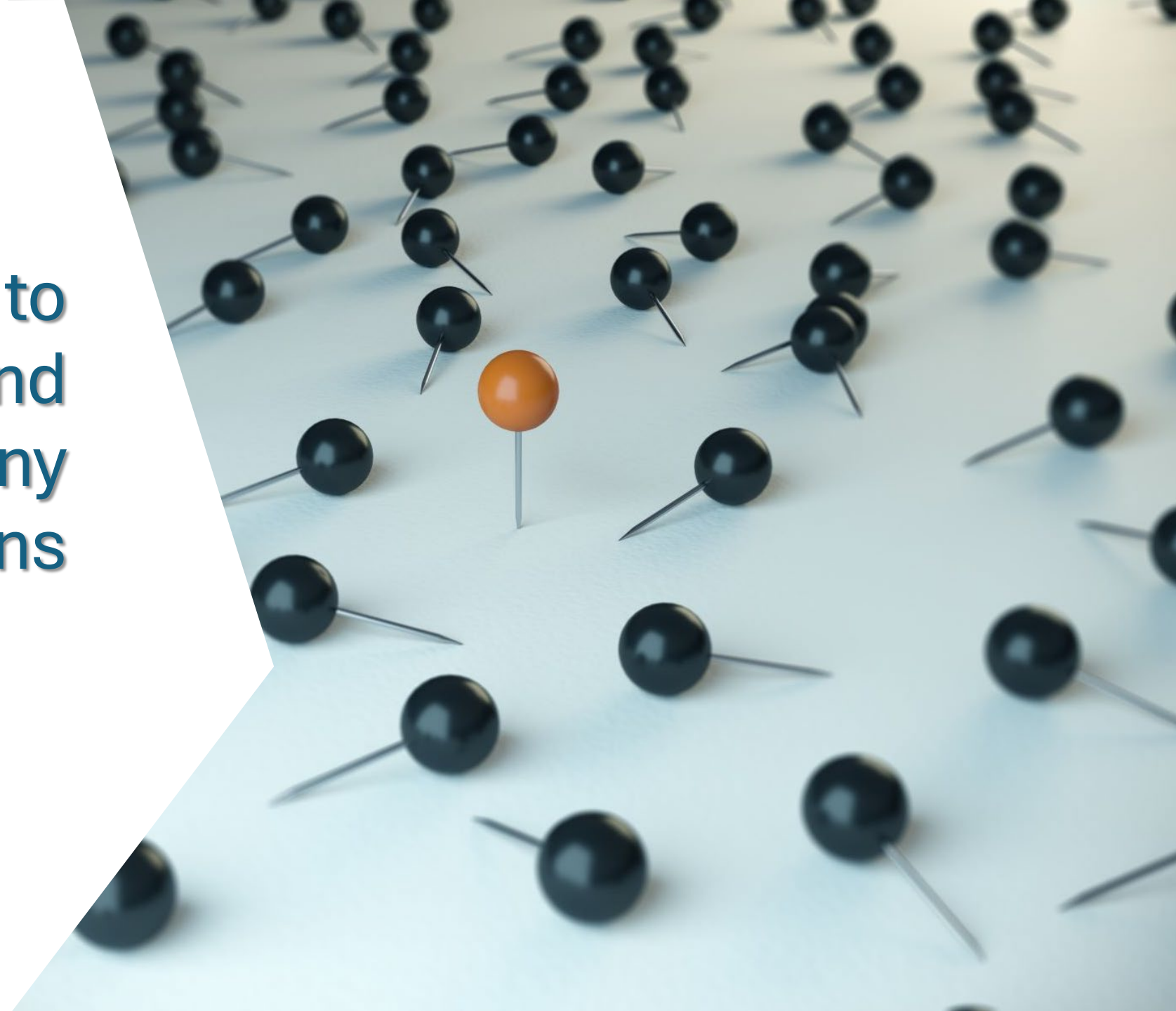
SWITCHING PHASE

FPL
- Issue switching orders
- Wreck Out

UCoF
- Coordination of switching
- Provide Updates

ADS
- Execute switching orders
- Meter Conversion

We would love to hear from you and answer any questions



14800 WALSINGHAM ROAD, SUITE 102, LARGO, FL, 33774 321-287-8911

May 14, 2026

Jeff Cozadd
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Subject: Request for Contract Time Extension – Phase 1 Utility Underground Conversion Project

Jeffrey Cozadd, Project Manager

Included herewith, please find a copy of ADS's request for time extension associated with the above referenced project. We have reviewed the contractor's request for an additional 115 calendar days of contract time and recommend approval based on the following project circumstances.

At this time, the contractor is 100% complete with all project work with the exception of the feeder wire installation, which is currently approximately 50% complete. The remaining feeder wire work cannot be completed as originally scheduled due to impacts associated with FPL's Express Feeder expansion efforts.
The requested additional contract time will allow the contractor to continue supporting the FPL Express Feeder scope and complete the remaining feeder wire installation activities. Based on our evaluation, had it not been for this additional scope and associated impacts, the contractor would have completed the project within the original contract duration.

We understand and acknowledge the City's concern regarding the timing of this request given the current contract completion date of May 18th, and we recognize that an earlier notification would have been preferable. Over the past several weeks, however, the project team has been actively working through several uncertainties, including whether the remaining work could still be completed within the original contract duration. In addition, we were recently informed of delays related to certain FPL-furnished materials, specifically the vaults, which further impacted the ability to accurately determine the required extension duration.

Given these unknowns, we were reluctant to prematurely recommend additional time before fully understanding the overall impact and the amount of time ultimately needed. Additionally, we view the May 18th milestone as effectively representing substantial completion, as the project transitions directly into switching activities thereafter, which may minimize impacts to the overall project schedule.

Based on the above, we recommend approval of the contractor's requested 115-day contract time extension. Please let us know if you have any questions or require any additional information.

Sincerely,

Mark Porter

Mark Porter
UTILITY CONSULTANTS of FLORIDA

May 13, 2026

Via email only

Mr. Larry Jones, City Manager — Ljones@cityofdestin.gov
Mr. Jeffrey Cozadd, Project Manager — Jcozadd@cityofdestin.gov
City of Destin — Portermw.ucof@gmail.com

Through

Mark Porter, Sr. Project Manager
Utility Consultants of Florida

RE: **Request for Contract Time Extension – Phase 1 Utility Underground Conversion Project**

Dear Mr. Jones and Mr. Cozadd:

Thank you for taking the time to meet with us on May 13th regarding the request for a contract time extension from Accurate Drilling Systems, Inc. (ADS).

ADS respectfully requests a contract time extension of one hundred fifteen (115) calendar days. The original contract duration of five hundred sixty (560) calendar days establishes a current contract expiration date of May 18, 2026. Accordingly, ADS requests the substantial completion date be extended to September 10, 2026.

At this time, ADS has substantially completed the project work with the exception of the remaining feeder wire installation and associated "switching" activities. The remaining feeder wire work cannot be completed until the FPL Express Feeder project and related betterment activities are complete. These impacts are outside of ADS's control and have directly affected the sequencing and completion of the remaining work.

The project has not stalled, nor has ADS failed to progress the work. The underground infrastructure and primary installation activities are substantially complete, and ADS has continued coordinating with the project team and FPL to support completion of the remaining work as conditions allow.

ADS and the project team have spent the past several weeks evaluating whether the remaining work could still be completed within the original contract duration. Due to ongoing coordination variables associated with utility scheduling, switching activities, and utility-furnished materials, ADS did not want to prematurely request additional contract time before the overall impacts could be reasonably assessed.

Pursuant to the Contract Technical Specifications, Section "TP Contract Duration and Schedule Miscellaneous," contract time may be amended when delays associated with other City work create justification for a time extension outside of the Contractor's control. ADS believes the current circumstances justify a contract time extension, as the delays impacting the remaining work are directly associated with utility coordination and related activities outside of ADS's control. ADS has consistently acted in good faith and in the best interests of the City to further the expeditious completion of this project. We are moving forward on the basis of trust, good faith, and fair dealings, and ADS has made every reasonable and consistent effort to ensure proper coordination with all parties involved.

ADS remains committed to completing the project as efficiently as possible and will continue coordinating closely with the City and FPL throughout the remainder of the work. To support this, ADS is willing to attend City Council meetings to provide project status updates and ongoing coordination progress. Our goal is to continue operating as a partner and maintain proactive communication through completion.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,
Juan Martinez
Juan Martinez

ORIGINAL CONTRACT/SCOPE					
CONDUIT INSTALLATION	STATUS	EST COMPLETION	HURDLES	NOTES	
	100%	May 18, 2026			
VAULTS/BOXES	STATUS	EST COMPLETION	HURDLES	NOTES	
	100%	May 18, 2026			
EQUIPMENT	STATUS	EST COMPLETION	HURDLES	NOTES	
	100%	May 18, 2026			
PRIMARY WIRE PULL	STATUS	EST COMPLETION	HURDLES	NOTES	
	100%	May 18, 2026			
FEEDER WIRE PULL	STATUS	EST COMPLETION	HURDLES	NOTES	Requesting an additional 115 days
	50%	September 10th, 2026	Will take 30 days to complete, once the Betterment Job is completed	Pending completion of FPL's Betterment Job	
REQUESTED SUBSTANTIAL COMPLETION (September 10, 2026)					
SWITCHING					
SWITCHING/WRECK-OUT	STATUS	EST COMPLETION	HURDLES	NOTES	
	0%	6-12 months to complete	FPL controls the schedule for this portion		
SERVICE CONVERSIONS	STATUS	EST COMPLETION	HURDLES	NOTES	
	0%	6-12 months to complete	Will require each property owner to coordinate outages with FPL and contractor		

Dates provided are based on FPL projected delivery dates.

FPL BETTERMENT JOB/EXPRESS FEEDER				
CONDUIT INSTALLATION	STATUS	EST COMPLETION	HURDLES	NOTES
	70%		No issues	45 days to complete
VAULTS/BOXES	STATUS	EST COMPLETION	HURDLES	NOTES
	50%		Receiving the vaults from FPL by July 12, 2026	30 days AFTER THEY ARE RECEIVED FROM FPL
EQUIPMENT	STATUS	EST COMPLETION	HURDLES	NOTES
	50%		No issues	
PRIMARY WIRE PULL	STATUS	EST COMPLETION	HURDLES	NOTES
	0%		No issues	
FEEDER WIRE PULL	STATUS	EST COMPLETION	HURDLES	NOTES
	0%	September 10th, 2026	Having the FPL feeder vaults installed by August 11, 2026	30 days AFTER THE FEEDER BOXES/VAULTS ARE INSTALLED
REQUESTED SUBSTANTIAL COMPLETION (September 10, 2026)				

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	May 19, 2026
STATE	Florida
COUNTY	Okaloosa

CONTRACT FOR:	City of Destin Utility Underground Conversion Project Phase 1
PROJECT NO.:	
OWNER:	City of Destin
TO CONTRACTOR:	Accurate Drilling Systems, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications.

Bid Item No.	Add/ Deduct	No	Unit	Description of Changes (Supplemental Plans And Specifications Attached)	Unit Price	DECREASE In Contract Price	INCREASE In Contract Price
TOTALS							
NET CHANGE IN CONTRACT PRICE						**$0.00**	

ADS has requested a 115-calendar-day extension to the current substantial completion date of May 18, 2026, extending the contract duration to September 10, 2026. The request is primarily associated with impacts related to FPL's Express Feeder expansion efforts, utility coordination activities, and delays involving utility-furnished materials, all of which have affected the sequencing and completion of the remaining feeder wire installation and switching activities. At this time, the project is substantially complete, with the remaining work limited primarily to feeder wire installation and associated switching operations.

The amount of the Contract will be **DECREASED** By The Sum Of: $0.00

The Contract Total Including this and Previous Change Orders Will Be: $0.00

	Substantial	Final
The Original Completion dates are	May 18, 2026	
The Contract Period Provided for Completion of Project has been increased by		
The Contract Period Provided for Completion of Project will increase by	115 Days	
The Contract Completion Date Shall Therefore be: **CHANGED**	September 10, 2026	

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Requested _____
(Contractor) (Date)

Recommended _____
(Engineer) (Date)

Accepted _____
(City of Destin) (Date)

From: Kari Kennedy
To: Jeffrey Cozadd; Larry Jones
Cc: juan martinez; Mark Porter; Stephanie Lindsay
Subject: Phase 1 Utility Underground Conversion Project – Construction Activities Complete Pending Utility Switching
Date: Monday, June 8, 2026 7:38:30 PM

You don't often get email from kari@jmunderground.net. Learn why this is important

Good evening Jeff and Dr. Jones:

ADS, Inc. would like to formally notify the City that construction activities associated with the Phase 1 Utility Underground Conversion Project have been completed. This includes the installation of the underground utility infrastructure and the completion of all associated cable pulling operations required.

ADS has completed the physical construction of the underground facilities, including the installation of the required conduit systems and related infrastructure necessary to support the conversion of existing overhead utilities to underground service. Work within ADS's construction responsibility has been successfully completed.

The only remaining component of the project is the final switching and cutover process, which must be performed and coordinated by FPL.

ADS remains available to support the City and FPL throughout the switching process. Once switching is completed, ADS will address the remaining items necessary for final project completion.

Please feel free to contact us if you have any questions or require additional information.

Thank you-

Kari Kennedy

Project Coordinator

From: Stephanie Lindsay
To: Jeffrey Cozadd; Larry Jones
Cc: Mark Porter
Subject: Re: Phase 1 Utility Underground Conversion Project – Construction Activities Complete Pending Utility Switching
Date: Tuesday, June 9, 2026 2:29:51 PM
Attachments: image.png

Jeff and Dr. Jones,

Following the receipt and review of ADS's correspondence dated 6/8/2026, the Project Management Team confirms that ADS has completed the final remaining component of the FPL underground infrastructure scope, specifically the installation of the remaining feeder wire. With this work now complete, the undergrounding infrastructure has achieved substantial completion and is ready to transition into the utility switching phase. As has been communicated throughout the project, the timing and sequencing of switching activities will be determined through coordination among FPL, affected residents and businesses, outage requirements, and other operational considerations associated with the utility transfer process.

It should be noted that completion of the underground infrastructure activities occurred 21 days beyond the contractually established 18-month (560-day) duration for this phase of work. As the project transitions into the switching phase, a definitive schedule for completion has not been established due to the coordination and scheduling requirements associated with utility transfers and customer outages.

On another note, as the project enters the switching phase, the Project Management Team, ADS, and FPL remain committed to maintaining transparency and accountability throughout the coordination and implementation process. We welcome the City's input regarding the most effective methods and frequency of communication to ensure all stakeholders remain informed of upcoming switching activities, scheduling considerations, customer coordination efforts, and overall project status. As we move through the switching phase, where a definitive timeline is not currently available due to the coordination required among multiple stakeholders, we want to ensure that City leadership and the public remain comfortable that the project team is clearly communicating expectations, progress, and any significant developments.

If there are additional communication measures the City would find beneficial during this phase—whether through written status updates, briefings, Council meeting attendance, or other means—please let us know your preference, and we will be happy to support those efforts.

V/r,

Stephanie Lindsay
Project Manager
Utility Consultants of Florida
325-733-2690
Slindsay.ucof@gmail.com

From: Kari Kennedy <kari@jmunderground.net>

Sent: Monday, June 8, 2026 7:38 PM

To: Jeffrey Cozadd <jcozadd@cityofdestin.com>; ljones@cityofdestin.com <ljones@cityofdestin.com>

Cc: juan martinez <juan@jmunderground.net>; Mark Porter <mporter.ucof@gmail.com>; Stephanie Lindsay <slindsay.ucof@gmail.com>

Subject: Phase 1 Utility Underground Conversion Project – Construction Activities Complete Pending Utility Switching

Good evening Jeff and Dr. Jones:

ADS, Inc. would like to formally notify the City that construction activities associated with the Phase 1 Utility Underground Conversion Project have been completed. This includes the installation of the underground utility infrastructure and the completion of all associated cable pulling operations required.

ADS has completed the physical construction of the underground facilities, including the installation of the required conduit systems and related infrastructure necessary to support the conversion of existing overhead utilities to underground service. Work within ADS's construction responsibility has been successfully completed.

The only remaining component of the project is the final switching and cutover process, which must be performed and coordinated by FPL.

ADS remains available to support the City and FPL throughout the switching process. Once switching is completed, ADS will address the remaining items necessary for final project completion.

Please feel free to contact us if you have any questions or require additional information.

Thank you-

Kari Kennedy

Project Coordinator

AGREEMENT BETWEEN THE CITY OF DESTIN, FLORIDA AND ACCURATE DRILLING SYSTEMS, INC., FOR PHASE I UTILITY UNDERGROUND CONVERSION PROJECT

TABLE OF CONTENTS

SUMMARY

ARTICLE 1 DEFINITIONS AND INTERPRETATION OF CONTRACT DOCUMENTS

1.1 Definitions
1.2 **Interpretation of the Contract Documents**

ARTICLE 2 INTENTION AND PRIORITY OF CONTRACT DOCUMENTS

2.1 Intention of City and Contractor
2.2 **Priority of Contract Documents**

ARTICLE 3 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 Performance of the Work
3.2 Standard of Care
3.3 Notices to Proceed
3.4 Conditions Precedent Proceeding With Construction of the Work.
3.5 Warranty
3.6 Licenses and Permits
3.7 Indemnification
3.8 Certificates of Competency
3.9 Contractor Responsibility
3.10 Quality, Accuracy
3.11 Failure to Perform
3.12 No Waiver
3.13 Subcontractors and Subconsultants
3.14 Provision of Services, Materials, and Facilities
3.15 Discipline and Good Order
3.16 Safety
3.17 Compliance with Applicable Laws
3.18 Change in Applicable Laws
3.19 Sales Tax
3.20 Adjoining Areas
3.21 Design Criteria
3.22 Underground Utilities
3.23 Compliance with Contract

3.24 Personnel Requirements
3.25 Performance of Work
3.26 Plans and Work Drawings
3.27 Shop Drawings
3.28 Field Layout of the Work and Record Drawings
3.29 Compliance with Requirements for Federally Funded Projects.

ARTICLE 4 CITY'S DUTIES AND RESPONSIBILITIES

4.1 City Participation
4.2 City's Information

ARTICLE 5 TEAM RELATIONSHIP AND REPRESENTATIVES

ARTICLE 6 COMPENSATION FOR CONTRACTOR'S WORK

ARTICLE 7 METHOD OF PAYMENT

ARTICLE 8 TERM AND SCHEDULE

ARTICLE 9 BONDS

ARTICLE 10 INSURANCE AND WAIVER OF SUBROGATION

ARTICLE 11 INDEMNITY

ARTICLE 12 ADMINISTRATION OF THE CONSTRUCTION WORK

ARTICLE 13 TERMINATION OF AGREEMENT

ARTICLE 14 ASSIGNMENT OF AGREEMENT

ARTICLE 15 DISPUTE RESOLUTION

ARTICLE 16 CHANGED OR ADDITIONAL WORK

ARTICLE 17 OWNERSHIP AND RE-USE OF DOCUMENTS

ARTICLE 18 MISCELLANEOUS

EXHIBITS

EXHIBIT A **REQUIRED FORMS EXECUTED BY THE CONTRACTOR**

1. **Anti-Collusion Affidavit**
2. **Anti-Lobbying Certification**
3. **Conflict of Interest Form**
4. **Confirmation of Drug-Free Workplace**
5. **Federal E-Verify Compliance Certification**
6. **Procurement Code Acknowledgment ITB**
7. **Public Entities Crimes Affidavit**
8. **Truth in Negotiation Certification**

EXHIBIT B **CONTRACT CLAUSES FOR FEDERALLY FUNDED**

PROJECTS EXHIBIT C COST OF WORK

APPENDICES

APPENDIX I **CITY'S REQUEST FOR PROPOSALS NO. 24-01-ENG, PHASE I UTILITY UNDERGROUND CONVERSION**

APPENDIX II **CONTRACTOR'S RESPONSE TO CITY'S REQUEST FOR PROPOSALS**

AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA
AND
ACCURATE DRILLING SYSTEMS, INC.

FOR

UTILITIES UNDERGROUND CONVERSION

THIS AGREEMENT (the "Agreement" or "Contract"), effective as of the 11 day of June, 2024 ("Effective Date"), between the **City of Destin, Florida,** a municipal corporation of the State of Florida ("City"), with its principal place of business at **4200 Indian Bayou Trail, Destin, Florida 32541,** and **Accurate Drilling Systems, Inc** with its principal place of business located at **49 N. Industrial Loop Building B, LaBelle, Florida, 33935** ("Contractor").

WHEREAS, Contractor responded to City's Request for Proposals No. 24-01-ENG, PHASE I UTILITY UNDERGROUND CONVERSION for the City's Utilities Underground Conversion Phase I project; and,

WHEREAS, the City Council selected ADS's proposal as being in the best interests of the City of Destin, its residents, businesses, and visitors and in the public interest and accordingly directed City procurement staff to negotiate a definitive agreement with ADS for the work described in the City's RFP; and,

WHEREAS, the Parties have negotiated the terms and conditions set forth in this Agreement in order to establish their agreements and covenants as set forth herein;

NOW, THEREFORE, it is agreed that the City shall and does hereby employ Contractor to perform the services and work as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

SUMMARY

Project Name: City of Destin Utilities Underground Conversion Phase I Project

General Project Description: The Project is to perform the complete conversion of existing overhead utility facilities to underground facilities located on and along U.S. Highway 98 between Airport Road and the western Destin City Limits at the Marler Bridge, including certain utility facilities connected to and extending from the facilities on U.S. 98 into adjacent areas as depicted on the plans included in the City's Request for Proposals No. 24-01-ENG, and including, without being limited to, construction of all required Florida Power & Light ("FPL") infrastructure, CenturyLink conduit infrastructure, Cox Communication

conduit infrastructure, Mediacom conduit infrastructure, and Uniti Fiber conduit infrastructure; coordination with the City, FPL, CenturyLink, Cox, Mediacom, Uniti Fiber, and other similar utility entities and installations; coordination with easements and as-builts; successful coordination with FPL switching orders for the Project, required as-builts and/or final certifications; and coordination with the FPL proposed street lighting system.

Contract Price: $10,513,978.75

Contract Time: 18 months (560 days) from Notice to Proceed

Liquidated Damages: $1,500.00 per day

Notices: Any notices ("Notice") to be sent pursuant to this Agreement shall be to the following designated individuals:

For the City:
Louis Zunguze, City Manager
4200 Indian Bayou Trail
Destin, FL 32541
850-837-4242
lzunguze@cityofdestin.gov

With copies to:
Jeffrey Cozadd, Contract Administrator
4200 Indian Bayou Trail
Destin, FL 32541
850-837-4242
jcozadd@cityofdestin.gov

For Contractor:
Name & Title: Mario Acevedo, President
Address: 49 N. Industrial Loop Bldg B Labelle, FL 33935
Phone: 863-674-0803
Email: adsinc.swfla@gmail.com

All Notices, requests, and other communications required or desired hereunder shall be in writing and shall be delivered by (i) personal delivery, (ii) "next business day" delivery by a nationally recognized overnight delivery service with evidence of delivery, or (iii) electronically, addressed to the individuals identified above.

ARTICLE 1
DEFINITIONS AND INTERPRETATION OF CONTRACT DOCUMENTS

1.1. Definitions. The definitions included in this Section are not exhaustive of all definitions used in the Contract Documents. Additional terms may be defined in other Contract Documents. The following terms shall have the meanings specified herein, as follows:

"Applicable Laws" means, without limitation, all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used in the Project, or in any way affecting the conduct of the Project; all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same; and all provisions required by law to be made a part of this Agreement; all of which provisions are hereby incorporated by reference and made a part hereof.

"Application for Payment" means the detailed itemized documentation, including all supporting documentation, in a form and substance satisfactory to the City, submitted by the Contractor on a monthly basis in order to obtain the City's approval for payment for Work performed pursuant to the Contract Documents.

"Carriers" shall mean providers of telecommunications, cable television, broadband, and similar services whose conduit will be placed in the City's rights-of-way as part of the Project; the Carriers shall include, but not be limited to, Cox Communications, Uniti Fiber, Century Link, Mediacom, and any other Carriers whose conduit is to be placed in the City's rights-of-way as part of, or in conjunction with, the Project.

"**Change Order"** means a written document ordering a change in the Contract Price and/or Contract Time or a material change in the Work (as defined herein). A Change Order must comply with the requirements of the Contract Documents and the City's Procurement Manual.

"**City"** means the City of Destin, a Florida municipal corporation, having its principal offices at 4200 Indian Bayou Trail, Destin, FL 32541. In all respects hereunder, City's obligations and performance are pursuant to City's position as the owner of the Project acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body including, but not limited to, its regulatory authority for code inspections and issuance of any and all applicable permits within its jurisdiction, the exercise of such regulatory and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a Party to this Contract.

"**City Council"** means the governing and legislative body of the City.

"**City Manager"** means the Chief Administrative Officer of the City. The City Manager shall be construed to include the Contract Administrator and any duly authorized representatives of the City as the City Manager may designate in writing at any time with respect to any specific matter(s) concerning the Project and/or the Contract Documents (exclusive of those authorizations reserved to the City Council or regulatory or administrative bodies having jurisdiction over any matter(s) related to the Project and/or the Contract Documents).

"**Claim"** means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract Documents, payment of money, extension of time or other relief with respect to the Contract Documents or Project. The term "Claim" also includes other disputes and matters in question between the City and Contractor arising out of or relating to the Contract Documents. Claims must be initiated by written notice in strict accordance with the Contract Documents. The responsibility for substantiating Claims shall rest with the Party making the Claim.

"Competitive Solicitation Package" means the City's Request for Proposals No. 24-01-ENG, PHASE I UTILITY UNDERGROUND CONVERSION issued on January 23, 2024 ("City's RFP" or "RFP"), and all information provided by Contractor to City in response for the purpose of Contractor securing a Project from the City, include any proposal and price information submitted by Contractor for a business opportunity involving products or services. Forms required to be executed by Contractor are attached hereto as Exhibit A and copies of the City's RFP and Contractor's response are attached hereto as Appendices I and II.

"**Consultant"** means any firm named by the City as a "Consultant," that has entered into a separate agreement with the City to perform architectural, engineering, or other design and construction administration services for the Project. A Consultant may serve as the "architect of record" and/or "engineer of record" for the Project if so designated. Wherever the word "Architect" or "Engineer" or "Consultant" appears in the Contract Documents, it shall be deemed to refer to a Consultant and/or the design professionals engaged by Consultant. In the event that the City engages more than one Consultant, for example, an engineering consultant to serve as "engineer of record," the separate agreement with such Consultant shall designate the Consultant's area of expertise, e.g., "Engineering Consultant" or "Architect Consultant." All communications, directives, instructions, interpretations and actions required of Consultant shall be issued or taken only by or through Consultant's authorized representative(s).

"**Contract"** means the written agreement between the City and the Contractor for the performance of the Work in accordance with the requirements of the Contract Documents, and for the payment of the agreed consideration.

"**Contract Administrator"** means the individual appointed by the City Manager who shall be the City's authorized representative to coordinate, direct, and review on behalf of the City, all matters related to the Project. The Contract Administrator for the Project will be separately designated prior to the first Application for Payment.

"**Contract Documents"** means all of the documents setting forth bidding information, requirements and contractual obligations for the Project, Contractor's response to the Competitive Solicitation Package, the Contract, and the Plans and Specifications, together with all addenda to any of the foregoing, Change Orders, Work Orders, Field Orders, schedules and shop drawings, and all other documents required for the completion of the Project.

"**Contract Price"** means the amount established in the Contract Documents as the total amount the City is obligated to pay for full and complete performance of all of the Work required by the Contract Documents (including, but not limited to, all labor, equipment and materials to administer, coordinate, provide related certifications, install and otherwise construct and complete the Project within the Contract Time), and as may be amended by Change Order.

"**Contract Time"** means the number of days allowed for completion of all Work, as stipulated in the Contract Documents, and as may be amended by Change Order.

"**Contractor"** means the individual or firm that is accepted and enters into the Contract with the City to construct the Project pursuant to the Contract Documents and that is liable for the acceptable performance of the Work and payment of all debts pertaining to the Work. Unless otherwise specified in this Agreement, including in any valid amendment hereto, Contractor shall mean Accurate Drilling Systems, Inc.

"**Days"** means all references to numbers of days in the Contract Documents, shall be construed to mean calendar days, unless specifically noted otherwise. The term "business days" means a day other than a Saturday, Sunday, or Federal holiday.

"**Field Order"** or "**Field Directive"** means a written order that further describes details or provides interpretations necessary to complete the Work required pursuant to the Contract Documents but which does not involve a change in the Contract Price or Contract Time.

"**Final Completion"** means the date upon which all of the following have occurred: (a) all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; (b) any documents required by the Contract Documents have been received by the City; (c) any other documents required to be provided have been received by City; and (d) the Work has been fully completed in accordance with the Contract Documents.

"**Notice(s) to Proceed"** or **"NTP"** means a written letter or directive issued by the Contract Administrator to Contractor to commence and proceed on a date certain, which shall be the Project initiation date, with the Work, or portions thereof as specified therein or a specific task of the Project, and stating any further limitations on the extent to which Contractor may commence and proceed with the Work. Unless otherwise approved by the City at its sole discretion, City's issuance of a Notice to Proceed for construction or portions thereof shall be

contingent upon Contractor obtaining all appropriate permits and satisfying all requirements of agencies having jurisdiction. However, the City is not obligated to immediately issue NTP on the date Contractor obtains all requisite permits and/or satisfies the specified conditions precedent for issuance of NTP. The date of issuance of NTP shall be determined at the City's sole discretion once Contractor has obtained all required permits and otherwise satisfied all conditions precedent to issuance of NTP.

"Parties" means City and Contractor, and "Party" is a reference to either City or Contractor, as the context may indicate or require.

"Plans" means the drawings or reproductions thereof prepared by the Consultant, by FPL, by any other Consultant engaged for the purpose of preparing such drawings or reproductions, which show the location, character, dimensions and details of the Work to be done, and which are a part of the Contract Documents.

"Project" means the improvements described in the Contract Documents and all Work that is contemplated thereby or reasonably inferable therefrom and more particularly described as the City of Destin Utilities Underground Conversion Phase I Project.

"**Project Area**" means the area on and along U.S. Highway 98 between Airport Road and the western Destin City Limits at the Marler Bridge, including adjacent areas in which certain utility facilities connected to and extending from the facilities on U.S. 98 are located, as depicted on the plans included in the City's Request for Proposals No. 24-01-ENG, and including, without being limited to, construction of all required Florida Power & Light ("FPL") infrastructure, Century Link conduit infrastructure, Cox Communication conduit infrastructure, Mediacom conduit infrastructure, Uniti conduit infrastructure, coordination with other similar installations, coordination with easements, as-builts, successful coordination with FPL switching orders for the Project, required as-builts and/or final certifications, and coordination with the FPL proposed street lighting system.

"Project Manager" means, as applicable in the circumstances, either (a) the Contractor's Project Manager as identified in the Contractor's proposal submitted in response to the City's RFP or as subsequently designated by Contractor subject to the City's approval, who is the authorized individual who is the representative of Contractor and who will administer and manage the prosecution of all Work on behalf of the Contractor; or (b) the City's Project Manager, who shall be the specific individual designated (subject to the City's approval) by Utility Consultants of Florida, Inc. ("UCoF"), the corporation with whom the City has contracted to provide project management services and who shall be responsible for coordinating and supervising the Work on behalf of the City.

"Punch List" means the list or lists prepared by Contractor, incorporating input provided by the City, identifying matters that remain to be completed to achieve Substantial Completion

and to be completed between achievement of Substantial Completion and Final Completion in order that Final Completion can be declared by City to have occurred. Punch List procedures and requirements are further specified in the terms of this Agreement at Article 8.4.6.

"Purchase Order" means the written document issued by the City to the Contractor indicating types, quantities, and/or agreed prices for products or services to be provided to the City.

"Responsible Bidder" means an offeror who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance, including, without limitation, the factors identified in the City Code or Florida Law.

"Schedule of Values" means a written schedule setting forth the detailed and itemized cost breakdown, inclusive of labor, material, and taxes of all elements comprising the Contract Price.

"**Specifications"** means the general term comprising all of the written directions, provisions and requirements contained in the Contract Documents, as amended, describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies, equipment and standards to which such work is to be performed.

"**Subcontractor"** means any person or entity supplying the Contractor with labor, materials, supplies or equipment used directly or indirectly by the Contractor in the prosecution of the Work.

"**Substantial Completion"** means the date when the Work, as determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or improperly completed Work and with only minor punch list items remaining to be completed, all as reasonably determined by the City and evidenced by (1) the issuance of a Certificate of Occupancy or Certificate of Completion by the authority having jurisdiction; (2) the issuance and acceptance of a Certificate of Substantial Completion by the City pursuant to the Contract Documents.

"Surety" means the surety company or individual which is bound by the bid bond, or by the performance bond or payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

"Warranty Period" means the time frame set forth in Section 3.5 of this Agreement.

"Work" means all construction and services required by or reasonably inferable from the Contract Documents for the completion of the Project, including the provision of all labor, materials, equipment, supplies, tools, machinery, utilities, procurement, fabrication, transportation, boring, trenching, construction, erection, demolition, restoration, installation, insurance, bonds, permits and conditions thereof, building code changes and governmental approvals, testing and inspection services, quality assurance and/or quality control inspections and related certifications, training, surveys, studies, supervision, and administration services to be provided by the Contractor; coordination and cooperation with the City, FPL, CenturyLink, Cox, Uniti Fiber, Mediacom, and any other entities who may be involved, either directly or indirectly, with the Project and the Work; and other items, work and services that are necessary or appropriate for the total construction, installation, furnishing, equipping, and functioning of the completed Project, together with all additional, collateral and incidental items, work and services required to achieve Final Completion in accordance with the Contract Documents; provided, that the materials and supplies necessary to install the FPL facilities have been purchased by the City from FPL, and provided further, that the conduit, materials, and supplies necessary to accomplish the conversion of Carriers' existing overhead facilities to underground facilities are to be supplied pursuant to separate agreements between such Carriers and the City.

1.2. Interpretation of the Contract Documents.

1.2.1. As used in the Contract Documents, (i) the singular shall include the plural, and the masculine shall include the feminine and neutral, as the context requires; (ii) "includes" or "including" shall mean "including, but not limited to" and "including, without limitation;" and (iii) all definitions of agreements shall include all amendments thereto in effect from time to time.

1.2.2. Whenever it shall be provided in the Contract Documents that the Contractor is required to perform a service or obligation "at its sole cost and expense" or words of substantially similar meaning, the Contractor shall not be entitled to reimbursement for such item and the cost of such service or obligation shall not be included in any Application for Payment except to the extent provided for in the payments agreed upon by the City and the Contractor in this Agreement.

1.2.3. Contract Documents shall be construed in a harmonious manner, whenever possible. The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor.

1.2.4. The Contract Documents shall be taken as a whole and are complementary, and any item

of Work called for in any Contract Document shall be as binding as if called for by all, so that any part of the Work shown or described in any of the Contract Documents, though not specifically referred to in other Contract Documents, shall be executed by Contractor and binding as a part of the Contract Documents, as well as any Work which, in the sole opinion of City, may be fairly inferred from the Contract Documents or by normal industry practice.

1.2.5. Detailed plans shall take precedence over general plans for the same part of the Work. Specifications and detailed plans which may be prepared or approved by City after the execution of the Contract and which may be fairly inferred from the original specifications and plans are to be deemed a part of such specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the Contract Price or Project schedule. With respect to conflicts between large-scale drawings and small-scale drawings, the larger scale drawing shall govern, unless otherwise dictated by the City.

1.2.6. Where compliance with two or more requirements is indicated in any of the enumerated Contract Documents and where these requirements within the Contract Documents conflict in quantity or quality, the Contractor shall comply with the most stringent requirement as determined by the City, unless specifically indicated otherwise in the Contract Documents.

1.2.7. As used in the Contract Documents, unless specifically indicated otherwise, references to an Article include all Sections, Subsections, and items within that Article; references to a Section include all Subsections and items within that Section; and references to a Subsection include all items within that Subsection.

1.2.8. Words that have a well-known technical or trade meaning are used herein in accordance with such recognized or well-known meaning unless the Contract Documents otherwise specifically define such word.

1.2.9. The Recitals, Summary, Exhibits, Appendices, and Schedules attached hereto are expressly incorporated in and made a part of the Contract Documents as if fully set forth herein.

ARTICLE 2
INTENTION AND PRIORITY OF CONTRACT DOCUMENTS

2.1. **Intention of City and Contractor**. It is the intent of City and the understanding of the Parties to describe in the Contract Documents the Work comprising a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of

the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for in this Agreement. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

2.2. **Priority of Contract Documents.** In the event of conflict or inconsistency among the Contract Documents, the following order of precedence shall govern the interpretation of the Contract Documents: a. Change Orders or Amendments to this Contract (excluding the Plans and Specifications); b. the Contract Documents (excluding the Plans and Specifications); c. modifications or changes to the completed Plans and Specifications, as approved by the City; d. the completed Plans and Specifications, as approved by the City; and, e. the City's Request for Proposals No. 24-01-ENG, PHASE I UTILITY UNDERGROUND CONVERSION (a copy of this RFP is attached as Appendix I hereto and the Contractor's proposal submitted in response to the City's RFP (a copy of which is attached as Appendix II hereto).

ARTICLE 3
CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1. **Performance of the Work**. The Contractor covenants and warrants that it shall be responsible for performing and completing, and for causing all Subcontractors to perform and complete, the Work in accordance with the Contract Documents and all Applicable Laws relating to the Project. Accordingly, Contractor shall furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described in the Contract Documents and as the Work is defined hereinabove, and all Work that is contemplated thereby or reasonably inferable therefrom. As part thereof, Contractor shall achieve Substantial Completion within the time period specified in the schedule submitted by Contractor and included in the Competitive Solicitation Package for Substantial Completion, as such date may be extended pursuant to the terms of the Contract Documents, and shall achieve Final Completion of the Project by the date established in the Contract Documents for Final Completion, as such date may be extended pursuant to the terms of the Contract Documents. Unless otherwise provided in the Contract Documents, or as agreed to in writing between City and Contractor, the form and content of all reports, forms and regular submittals by Contractor to City shall be subject to prior approval of the City, and Contractor shall submit such materials to the City for City's approval prior to implementation. City's approval thereof shall not limit City's right to thereafter require reasonable changes or additions to approved systems, reports, forms and regular submittals by Contractor to City.

3.2. **Standard of Care.** The Work shall be performed in accordance with the professional standards applicable to projects, buildings, or work of complexity, quality and scope comparable to the Work and the Project. More specifically, in the performance of the professional services under this Contract, Contractor shall provide the care and skill

ordinarily used by members of its profession practicing under similar conditions for projects of similar type, size and complexity at the same time and locality of the Project. Work shall be performed by the Contractor, Subcontractors, and specific personnel referred to in the Contract Documents in accordance with their respective degrees of participation provided and represented to the City by the Contractor from time to time. The Contractor may add Subcontractors as it deems necessary or appropriate in order to carry out its obligations under the Contract Documents, provided such entity shall be suitably qualified and shall be subject to the prior approval of the City. Nothing contained in the Contract Documents shall be construed to create any obligation or contractual liability running from the City to any such persons or entities, including to any Subcontractors, Sub-Subcontractors, Materialmen, Suppliers, etc.

3.3. **Notices to Proceed.** Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed and Purchase Order issued by the City. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of all required documents, including but not limited to, Payment Bond, Performance Bond, and Insurance Certificate(s), and after execution of the Contract by both parties, which shall occur no later than ten (10) calendar days after the City issues the Notice of Award.

3.4. **Conditions Precedent to Proceeding With Construction of the Work.** The following are conditions precedent to the Contractor mobilizing on the Project Site and commencing with physical construction of the Work: (1) the receipt of all necessary permits by Contractor; (2) City's acceptance of the Contractor's full progress schedule in accordance with the Contract Documents, Contractor's submittal schedule, Contractor's Schedule of Values, and list of Subcontractors; (3) Contractor's Hurricane Preparedness Plan; and, (4) Contractor's submission to the City of any other documents required by the Contract Documents. The Contractor shall submit all necessary documents required to proceed with construction of the Work within **twenty-one (21)** calendar days of the issuance of the first Notice to Proceed.

3.5. **Warranty.** Contractor warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion (the "Warranty Period"), any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the City. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which City is entitled as a matter of law.

3.6. Licenses and Permits. The Contractor shall be responsible for obtaining all necessary licenses and permits not being provided by the City or otherwise being obtained by FPL or the Carriers, and for complying with Applicable Laws in connection with the prosecution of the Work.

3.7. Indemnification. The Contractor shall protect, indemnify and hold harmless the Federal, State, County, City, and any other municipal governments and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits, whether by the Contractor, its employees, agents or subconsultants and subcontractors or any derivative thereof. No extensions of time will be granted to Contractor for delays in obtaining the permits that are the responsibility of Contractor. Contractor shall not be responsible for delays in obtaining permits that are the responsibility of the City unless Contractor has contributed to such delays through any action or inaction of Contractor. The Contractor's indemnification of the City shall survive the completion of the Work by five (5) years.

3.8. Certificates of Competency. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and for all persons working on the Project for whom a Certificate of Competency is required or to make certain that all construction activity is undertaken by properly licensed persons or subcontractors.

3.9. Contractor Responsibility. The Contractor shall be fully responsible for the actions of all persons (individual and corporate) working in conjunction with the construction of the Project.

3.10. Quality, Accuracy of Work. The Contractor is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract Documents (including the services performed by Contractor's sub-consultants), within the specified time period and for the specified Contract Price. The Contractor shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting architect/engineer with respect to the disciplines required for the performance of the Work in the State of Florida. The Contractor is responsible for and represents that the Work will conform to the City's requirements, as set forth in the Contract Documents (and including, without limitations, the design criteria).

3.11. Failure to Perform. The Contractor shall be and remain liable to the City for all damages caused by the Contractor's negligent acts or errors or omissions in the performance of the Work. In addition to all other rights and remedies which the City may have, the Contractor shall, at its sole expense, re-perform the Work to correct any deficiencies which result from the Contractor's failure to perform in accordance the Contract Documents. The Contractor

shall also be liable for the replacement or repair of any defective Work materials and equipment, and re-performance of any non-conforming design and construction services resulting from the Contractor's deficiencies, for a period from the commencement of this Agreement until twelve (12) months following the Substantial Completion Date and for the period of liability required by Applicable Law. The City shall notify the Contractor in writing of any deficiencies and shall approve the method and timing of the corrections.

3.12. No Waiver. Neither the City's inspection, review, approval or acceptance of, nor payment for, any of the Services or Work required under the Agreement shall be construed to relieve the Contractor (or any sub-consultant or subcontractor) of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the City's rights under the Agreement, or of any cause of action arising out of the performance of the Agreement. The Contractor (and its sub-consultants or subcontractors) shall be and remain liable to the City in accordance with Applicable Laws for all damages to City caused by any failure of the Contractor (or its subconsultants or subcontractors) to comply with the terms and conditions of the Agreement or by the Contractor's (or its subconsultants' or subcontractors') misconduct, unlawful acts, negligent acts, errors or omissions, in the performance of the Agreement. With respect to the performance of Work by subconsultants or subcontractors, the Contractor shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of such subconsultants' or subcontractors' work. The Contractor shall be responsible for deficient or defective services and any resulting deficient or defective construction services re-performed within twelve (12) months following the Substantial Completion date, and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Final Completion.

3.13. Subcontractors and Subconsultants. The Contractor agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor agrees to incorporate all terms of this Agreement, as applicable to subcontractors and subconsultants, into any and all subcontracts.

3.14. Provision of Services, Materials, and Facilities. The Contractor shall provide and pay for all geotechnical, concrete and material testing, land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

3.15. Discipline and Good Order. The Contractor shall at all times enforce strict discipline and good order among its employees, sub-consultants, and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.

3.16. Safety. The Contractor shall maintain, at its sole cost, suitable and sufficient guards, barriers and, at night, suitable and sufficient lighting for the prevention of accidents and thefts.

3.17. Compliance with Applicable Laws. The Contractor shall keep itself fully informed of, and shall take into account and comply with, all Applicable Laws. If any requirement or term of the Agreement for this Project is in violation of Applicable Laws, the Contractor shall forthwith report the same to the Contract Administrator, in writing, and come into compliance with Applicable Laws as soon as reasonably practicable. The Contractor shall cause all its agents, employees, subconsultants and subcontractors to observe and comply with all Applicable Laws.

3.18. Change in Applicable Laws. In the event of a change after the Effective Date of this Agreement in any Applicable Laws which in any manner affects the Project, the Contractor shall advise the Contract Administrator, in writing, and the City may initiate a Change Order to bring the Project into compliance with such Applicable Law(s), as amended or enacted.

3.19. Sales Taxes. The Contractor shall pay all applicable sales, consumer, use and other taxes required by law. The Contractor is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements. City shall provide tax exempt status certification to Contractor if sales taxes are not to be collected, and Contractor shall be entitled to rely upon the validity of such certification.

3.20. Adjoining Areas. The Contractor, before commencing Work at the Site, shall verify all governing dimensions at the Site, and shall examine all adjoining areas, facilities, utilities, and other related conditions upon which the Work is in any way dependent for its quality and functional performance according to the intent of the Contract Documents, and specifically the design criteria set forth in the Contract Documents, and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the Contractor, and agreed in writing by City before the Contractor begins any part of the Work.

3.21. Design Criteria. The Contractor shall satisfy itself by personal investigation and by such other means as the Contractor may think necessary or desirable, in its sole discretion, as to the conditions affecting the proposed Work and the cost thereof. No information derived from maps, drawings, specifications, or soil conditions tests included in the design criteria set forth in the Contract Documents shall relieve the Contractor from any risk or from fulfilling all terms of the Agreement. The Contractor shall be responsible for any additional soil tests and / or geotechnical investigations required to support the design and construction approach in executing the Project. In the pricing of the design and construction, the Contractor shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.

3.22. Underground Utilities. The locations of existing Utilities and structures within the Project site, as may be shown on the Contract drawings or the design criteria set forth in the Contract Documents, are taken from existing records and from available information. However, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. **Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the City, for their accuracy or completeness.** (No request for additional compensation or time resulting from encountering Utilities or structures not shown, or differing in location or elevation from that shown, will be considered). **Contractor shall comply with Chapter 556, Florida Statutes, the Florida Underground Facility Damages Prevention and Safety Act, including the rules and procedures of the Sunshine State One-Call of Florida, Inc. requirements, to verify locations of underground utilities.** Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the Work. Any and all costs including, but not limited to, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.

3.23. Compliance with Contract. All Work shall be performed by the Contractor in compliance with the Contract Documents, to the satisfaction of the City.

3.24. Personnel Requirements.

3.24.1. The orders of City are to be given through Contract Administrator or their designee, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time competent English speaking Construction Superintendent and any necessary assistants, all satisfactory to City. The Construction Superintendent shall not be changed except with the written consent of City, unless the Construction Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The Construction Superintendent shall represent Contractor and all directions given to the Construction Superintendent shall be as binding as if given to Contractor and will be confirmed in writing by City upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.

3.24.2. The Construction Superintendent shall be responsible for management of the Project site and tasks, including, but not limited to, organization and coordination of the Work of Subcontractor employees; exercising control over rate of construction progress to assure completion of the Project within the Project schedule; inspecting or observing the Work to enforce conformity to the Contract Documents and supervising trades, subcontractors, clerical staff, and other

personnel employed in the construction of the Project. On a daily basis, Contractor's Construction Superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of Consultant; regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by City.

3.24.3. The Contract Administrator and Contractor shall meet at least weekly or as determined by the Contract Administrator, during the course of the Work to review and agree upon the work performed to date and to establish the critical path activity or Work for the next two weeks. The Contractor shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

3.24.4. If Contractor, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be Contractor's duty to immediately inform the City, in writing, and City will promptly review the same. Any work done after such discovery, until authorized, will be done at Contractor's sole risk.

3.24.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

3.24.6. The Construction Superintendent must have at least five (5) years of experience in projects of similar design, scope, size and complexity. The Project Manager must have at least five (5) years of experience in projects of similar design, scope, size and complexity.

3.24.7. As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its Subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Contractor shall require each of its Subcontractors to provide Contractor with

an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.

b. City, 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), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. City, upon good faith belief that a Subcontractor knowingly violated these provisions regarding employment eligibility, but that Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the Subcontract.

d. City and Contractor hereby acknowledge and mutually agree that a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Contractor acknowledges that, in the event City terminates this Agreement for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by City as a result of termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

3.25. Subcontracts.

3.25.1. Contractor shall not employ any subcontractor against whom City may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

3.25.2. Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and City or any obligation on the part of City to pay or to see the payment of any monies due any Subcontractor. City may furnish to any

Subcontractor evidence of amounts paid to Contractor on account of specific work performed.

3.25.3. Contractor agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of City. All of the Contractor's agreements with the Subcontractors shall contain the following provisions (or shall incorporate the following provisions by reference) and shall state:

a. that the Subcontractor irrevocably submits itself to the original and exclusive jurisdiction and venue in Okaloosa County, Florida, with regard to any controversy in any way relating to the award, execution or performance of the Contract Documents and/or such Subcontractor's agreement, and whereby the Subcontractor agrees that service of process on it may be made to the person or entity designated in the subcontract;

b. that the City shall not be in privity of contract with the Subcontractor and shall not be liable to any Subcontractor under the Contract Documents or any such subcontract, except for the payments of amounts due to the Subcontractor under its subcontract in the event that the City exercises its rights under any assignment of the subcontract and requests or directs the Subcontractor to perform the portion of the Work covered by its subcontract;

c. that the City is a third-party beneficiary of the subcontract, entitled to enforce any rights thereunder for their respective benefits, and that, subject to the terms of the applicable subcontract, the City shall have the same rights and remedies vis-à-vis such Subcontractors that Contractor shall have, including the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by the City resulting from any breach of such subcontract by Subcontractor, any breach of representations and warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such subcontractor in the performance of any of its obligations under such Subcontract;

d. that the Subcontractor shall indemnify and hold harmless the City, its officers, agents, directors, and employees, and instrumentalities to the fullest extent permitted by Section 725.06 of the Florida Statutes;

e. that such subcontract shall be terminable for default or convenience upon ten (10) days prior written notice by Contractor, or, if the subcontract has been assigned to the City, by the City or its designee;

f. that Subcontractor shall promptly notify the City (with a copy to Contractor) of any default of Contractor under the Subcontract, whether as to payment or

otherwise;

g. that Contractor and Subcontractor acknowledge that

(i) they are each entering into a contract for the construction of a public facility or public works project as contemplated in Chapter 255, Florida Statutes, and

(ii) each have no right to file a construction lien against the Work or the Project, and further agree to include a similar requirement in any purchase order or subcontract entered into by Subcontractor; and,

(iii) the payment bond provided by Contractor pursuant to this Agreement is a substitute for the right to claim a lien on the Project, and that any claims for nonpayment shall be made against the bond in accordance with Section 255.05, Florida Statutes.

h. that Subcontractor shall comply with all Applicable Laws (including prompt payment) and the City requirements as set forth in the Contract Documents and maintain all files, records, accounts of expenditures for Subcontractor's portion of the Work to the standards set forth in the Contract Documents.

i. that the City may, at reasonable times, contact Subcontractor, after notice to Contractor, to discuss, or obtain a written report of, Subcontractor's services, with Contractor entitled to be present during any such discussions; provided that in no event, prior to any assignment of the subcontract to the City, shall Subcontractor take instructions directly from the City;

j. that Subcontractor promptly disclose to the City and Contractor any defect, omission, error or deficiency in the Contract Documents or the Work about which it has knowledge no later than ten (10) days following discovery of such defect, omission, error or deficiency;

k. that Subcontractor assign all warranties directly to the City;

l. that the Contract Documents provide a limitation of remedies and NO DAMAGES FOR DELAY against the City as delineated in Article 18 hereof;

m. that in the event of a change in the Work the Subcontractor's Claim for adjustments in the subcontract price shall be limited exclusively to its actual costs for such changes.

n. that each subcontract shall require the Subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the subcontract price, damages, losses or additional compensation.

o. that each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which the Contractor must submit Claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims in the same manner as provided for in the Contract Documents.

3.25.4. Performance of Work. Contractor shall perform the Work with its own forces, in an amount not less than the percentage of the Work specified in the Competitive Solicitation Package summary.

3.26. Plans and Working Drawings.

3.26.1. Contractor to Check Plans, Specifications and Data. Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from City and shall notify City of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor shall not be allowed to take advantage of any error, omission or discrepancy. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and failed to report it to City, or unless Contractor should have recognized such error, omission or discrepancy upon reasonable investigation.

3.26.2. Supplementary Drawings. When, in the opinion of City, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by City. The supplementary drawings shall be binding upon Contractor and shall be considered as part of the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order. In case of disagreement between the written and graphic portions of the Contract Documents, the written portion shall govern.

3.27. Shop Drawings.

3.27.1. Contractor shall submit shop drawings as required by the technical specifications included in the Contract Documents. The purpose of the shop drawings is to show

the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

3.27.2. Within ten (10) calendar days after the date specified in the Notice to Proceed, Contractor shall submit to City a complete list of preliminary data on items for which shop drawings are to be submitted and shall identify the critical items. Submission of such documents is a condition precedent to proceeding with the construction. Approval of this list by City shall in no way relieve Contractor from submitting complete shop drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of shop drawings.

3.27.3. After the approval of the list of items required herein, Contractor shall promptly request shop drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.

3.27.4. Contractor shall thoroughly review and check the shop drawings and each and every copy shall show this approval thereon.

3.27.5. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

3.27.6. The City shall review and approve shop drawings within seven (7) calendar days from the date received, unless said shop drawings are rejected by City for material reasons. City's approval of shop drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such shop drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the shop drawings. No work called for by shop drawings shall be performed until the said shop drawings have been approved by City. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the shop drawings.

3.27.7. No approval will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to City along with its comments as to compliance, noncompliance, or features requiring special attention.

3.27.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as shop drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

3.27.9. Contractor shall submit the number of copies required by City. Resubmissions of shop drawings shall be made in the same quantity until final approval is obtained. Contractor shall keep one set of shop drawings marked with City's approval at the job site at all times.

3.28. Field Layout of the Work and Record Drawings. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor.

3.28.1. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to City as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be delivered to City prior to Substantial Completion, in accordance with the Contract Documents.

3.28.2. Contractor shall maintain in a safe place at the Project site one record copy of all drawings, plans, specifications, addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings shall be available at all times to City for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and shop drawings shall be delivered to the Contract Administrator.

3.28.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City, Contractor's record drawings or as-built drawings acceptable to City.

3.29. Compliance with Requirements for Federally Funded Projects. If the Project is funded wholly or in part through Federal grants, including Federal Emergency Management Agency ("FEMA") grants, disaster mitigation and reimbursement programs. Contractor shall comply with all applicable Contract provisions required under 2 CFR Part 200, as set forth on Exhibit B attached hereto, and shall provide the City with all verifications and certifications required thereunder.

ARTICLE 4

CITY'S DUTIES AND RESPONSIBILITIES

4.1. City's Participation.

THE CITY HAS NO OBLIGATION TO ASSIST, FACILITATE AND/OR PERFORM IN ANY WAY THE CONTRACTOR'S OBLIGATIONS UNDER THE AGREEMENT OR OTHER CONTRACT DOCUMENTS. THE CITY'S PARTICIPATION, FACILITATION AND/OR ASSISTANCE TO THE CONTRACTOR SHALL BE AT ITS SOLE DISCRETION AND SHALL NOT, IN ANY WAY, BE CONSTRUED, INTERPRETED AND/OR CONSTITUTE AN ASSUMPTION BY THE CITY OF CONTRACTOR'S OBLIGATIONS, A WAIVER OF CONTRACTOR'S OBLIGATIONS AND/OR EXCUSE ANY BREACH BY CONTRACTOR OF ITS OBLIGATIONS UNDER THE CONTRACT DOCUMENTS. THE CITY'S PARTICIPATION IN THE PERFORMANCE OF ANY OF CONTRACTOR'S OBLIGATIONS SHALL NOT PRECLUDE THE CITY FROM DECLARING CONTRACTOR IN DEFAULT FOR CONTRACTOR'S FAILURE TO PERFORM SUCH OBLIGATION, NOR SHALL IT LIMIT, IN ANY WAY, THE CITY'S RIGHTS AND REMEDIES IN CONNECTION THEREWITH. THE CONTRACTOR EXPRESSLY ACKNOWLEDGES AND AGREES NOT TO RAISE OR ASSERT AS DEFENSE TO ANY CLAIM, ACTION, SUIT AND/OR OTHER PROCEEDING OF A SIMILAR NATURE, THE CITY'S PARTICIPATION, ASSISTANCE AND/OR FACILITATION IN THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, ASSISTING WITH OBTAINING PERMITS OR WITH COORDINATION WITH UTILITIES, OR OTHER MATTERS RELATED TO THE PROJECT. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION AND/OR ANY OTHER PROVISION OF THIS AGREEMENT OR OTHER CONTRACT DOCUMENTS, THIS SECTION SHALL GOVERN.

4.2 City's Information. Except for any tests or studies that the City provides as part of the Competitive Solicitation Package, any information provided by the City to the Contractor relating to the Project and/or other conditions affecting the Project site, is provided only for the convenience of the Contractor and does not relieve the Contractor of the due diligence necessary to independently verify local conditions and site conditions. The City makes no representation or warranty as to, and assumes no responsibility whatsoever with respect to, the sufficiency, completeness or accuracy of any such test, studies or other information and makes no guarantee, either express or implied, that the conditions indicated in such information or independently found by the Contractor as a result of any examination, exploration or testing, are representative of those existing throughout the performance of the Work or the Project site, and there is no guarantee against unanticipated or undisclosed conditions.

ARTICLE 5

TEAM RELATIONSHIP AND REPRESENTATIVES

5.1 The City and Contractor shall proceed on the basis of trust, good faith, and fair dealing, and shall take such actions as are reasonably necessary to complete the Project within the contract time and contract price. Contractor shall designate and authorize an employee of Contractor to act as its agent for all purposes under this Agreement; who shall be available at all times to the representatives of the City for the purpose of notification and consultation; who shall be designated as the individual having overall responsibility for all phases of Contractor's participation in the Project; and who shall be designated as Contractor's Project Manager under this Agreement.

5.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City. The Contractor warrants to City that it will furnish its best skill and judgment in performing the Work required under the Contract Documents and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest cost to the City and in strict accordance with the Contract Documents. Contractor further warrants to the City the following:

5.2.1 That Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform the obligations required by the Contract Documents, including, but not limited to, its indemnity obligations to the City under this Agreement;

5.2.2 That Contractor is able to furnish the tools, materials, supplies, equipment, labor, supervision, and management required to complete the Work and perform the obligations required by the Contract Documents, and shall employ and/or retain only employees, principals, consultants, contractors, subconsultants, and subcontractors with sufficient experience and competence to perform the Work required for the Project;

5.2.3 That Contractor is authorized to do business in the State of Florida and has all licenses and certifications required under Applicable Laws required for the Work, and the Project, and that all such licenses and certifications are, and shall at all times remain, current and in good standing;

5.2.4 That Contractor's execution and performance of this Agreement is within Contractor's duly authorized powers;

5.2.5 That Contractor shall perform all Work in strict compliance with Applicable Laws and the standard of care required by the Contract Documents;

5.2.6 That Contractor agrees that if there is any conflict between Applicable Laws,

Contractor will notify the City of the conflict and identify the particular code, standard, rule, order, or regulation which is the more stringent requirement, so long as it satisfies the requirements of the Applicable Laws;

5.2.7 That Contractor represents and warrants that no officer, director, employee or agent of the City has been or will be employed, retained or paid a fee, or otherwise has received or will receive, any personal compensation or consideration, by or from Contractor or any of Contractor's officers, directors, employees, or agents, in connection with the obtaining, arranging or negotiation of the Agreement, or other documents entered into or executed in connection with the Agreement; and that no employee or affiliate of Contractor, including all Subcontractors and suppliers, at any tier, has/have been convicted of a public entity crime, fraud, theft and/or a property damage crime within the preceding thirty-six (36) months from the time this Agreement is executed, pursuant to Section 287.133, Florida Statutes. In the event of Contractor's non-compliance, the Agreement may be cancelled, terminated, or suspended, in whole or in part, and the City may pursue all rights and remedies that the law or the Contract Documents provide;

5.2.8 That Contractor is engaged in an independent business and will perform all obligations under this Agreement as an independent contractor and not as the agent or employee of the City. Contractor's employees, consultants, contractors, subconsultants, and/or subcontractors performing Work under the Agreement shall be considered solely the employees or agents of Contractor, and not employees or agents of the City. Contractor agrees not to hold itself out to the public or to any third party as an apparent agent who is authorized to take or perform any authorized actions on behalf of the City. Contractor has and retains the right to exercise full control of and supervision over the performance of the Work, and full control over the employment, direction, assignment, compensation, and discharge of all personnel performing the Work. Contractor is solely responsible for all matters relating to compensation and benefits of all Contractor's personnel who perform Work; and,

5.2.9 Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, marital and familial status, age, or disability. Contractor will take affirmative action to ensure that employees are treated during employment without regard to their religion, sex, gender identity, sexual orientation, marital and familial status, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.2.10 Contractor agrees that the warranties in this Article shall survive the termination or expiration of the Agreement.

ARTICLE 6
COMPENSATION FOR CONTRACTOR'S WORK

6.1. The City shall pay the Contractor the Contract Price in current funds for the Contractor's performance of the Contract. The Contract Price shall be one of the following:

[X] Stipulated Sum, in accordance with Section 6.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 6.3 below

[ ] Cost of the Work plus the Contractor's Fee in accordance with Section 6.4 below

6.2. Stipulated Sum

6.2.1. The Stipulated Sum shall be $10,513,978.75 (Ten Million, Five Hundred Thirteen Thousand, Nine Hundred Seventy-eight and 75/100ths U.S. Dollars), subject to additions and deductions as provided in the Contract Documents.

6.2.2. The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

_____

_____

6.3. Cost of the Work Plus Contractor's Fee

The Contractor's Fee: NOT APPLICABLE_____

6.4. Cost of the Work

6.4.1. The Cost of the Work is defined in Exhibit C, Determination of the Cost of the Work.

6.4.2. The Contractor's Fee:

_____

6.5 Non-Reimbursable Costs. The following shall not be deemed as Costs of the Work:

6.5.1 Compensation for Contractor's personnel stationed at Contractor's principal or branch offices, except as provided in the General Conditions.

6.5.2 Overhead and general expenses, except as otherwise provided herein, or which may be recoverable for changes to the Work.

6.5.3 The cost of Contractor's capital used in the performance of the Work.

6.5.4 Contractor's defective work.

6.5.5 General Allowances.

6.5.6 General Conditions and Pre-Construction Lump Sum Costs.

6.5 General Conditions. General Conditions shall include the necessary management labor and site-based construction supervision labor, site services, and office materials/consumables to manage and control all construction work for the period of time from execution of this Agreement through Final Completion and demobilization. General Conditions shall be stated as a lump sum amount shall be included as a line item under the Stipulated Sum. The General Conditions is inclusive of all fees and no fee shall be earned on the lump sum.

6.6 The General Conditions Lump Sum shall include the following cost categories:

6.6.1 Wages of direct employees of Contractor performing the Work at the site or, with the City's agreement, at locations off the site.

6.6.2 Wages or salaries of Contractor's supervisory and administrative personnel engaged in the performance of the Work and who are located at the site or working off-site to assist in the production or transportation of material and equipment necessary for the Work.

6.6.3 Costs incurred by Contractor for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Contractor, to the extent such costs are based on wages, fringe, and salaries paid to employees of Contractor. Fringe benefits shall include costs paid to, or on behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreements or other employment contracts generally applicable to the class of labor employed to perform the Work. Fringe benefits on non-union employees shall not include discretionary pensions and/or bonuses and any other fringe benefit that is discretionary or based on profit sharing, including employee stock option plans. In addition to the above Contractor shall receive the actual cost of social security tax, workers' compensation and state and federal unemployment insurance. No other markups or allocations as a percentage of labor shall be allowed. Overtime will only be paid if authorized in writing by the City. Contractor shall provide the City with an auditable listing of actual wages, fringe

benefits, social security tax, workers' compensation and state and federal unemployment insurance for all labor being utilized in the Work prior to the agreement of a lump sum amount. Certificates from the issuing agencies shall be provided to support actual workers' compensation and state and federal unemployment insurance rates.

6.6.4 The reasonable portion of the cost of travel, accommodations and meals for Contractor's personnel necessarily and directly incurred in connection with the performance of the Work.

6.6.5 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including, but not limited to the cost of trailers, furniture, facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, office supplies, trash removal, dumpsters, storage, janitorial services, office utilities, and reasonable petty cash expenses.

6.7 Out-of-Scope (Additional) Services. Contractor shall not perform out-of-scope Work (Additional Work), or incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such Additional Work until the following conditions have been satisfied:

6.7.1 Submittal by Contractor to Contract Administrator of written notice prior to the initiation of such Additional Work, including an estimate of cost and schedule implications and a detailed scope of such Work;

6.7.2 If the Additional Work increase the total compensation under this Agreement, prior approval by the City Manager or the City Council, as required;

6.7.3 A written modification to the Agreement; and,

6.7.4 Written notification to Contractor from the Contract Administrator directing Contractor to perform such Additional Work prior to commencement of same.

6.8 General Condition funds shall not be utilized without prior written authorization from the Contract Administrator (prior to commencement of same).

6.9 Any costs which are paid by the City and are determined by a final audit or subsequent audit to be non-allowable in accordance with generally accepted cost accounting principles shall be refunded to the City. The City is exempt from all sales, use, and excise taxes and the City shall not be obligated to pay for such taxes. Upon request by Contractor, the City shall provide a copy of the City's certificate of tax exemption.

6.10 Contractor shall assist City in preparing any required permits required to complete the Work; provided, however, that City shall be responsible for paying for such required permits.

ARTICLE 7
METHOD OF PAYMENT

7.1. The City agrees that it will pay Contractor in accordance with the provisions of the Florida Prompt Payment Act and related statutes (Sections 255.0705 - 255.078, 218.70 – 218.80, Florida Statutes, as same may be amended from time to time). The Contractor shall submit its Application for Payment to the Contract Administrator monthly, unless otherwise expressly agreed to by the Parties, in a form acceptable to City, which may be electronic or hard copy. Contractor's Application for Payment shall set forth the costs incurred to the date of such Application for Payment, allocated among the categories set forth in the Schedule of Values approved by the City. Each Application for Payment shall be accompanied by: 1) a cover letter listing all documents transmitted; 2) a signed Application for Payment form; 3) back-up documentation for each pay item billed; 4) an updated Schedule of Values showing status of each item billed for that Application for Payment; 5) spreadsheets showing status of each General and Specific Allowance item; 6) if applicable, certified prevailing wage reports demonstrating that the minimum and/or prevailing wages required by the Contract Documents have been paid and are in compliance with such rates; 7) an updated submittal schedule; and 8) consent of surety and release of liens. As a further condition for approval of a progress payment, Project as-built documents will be updated monthly and submitted in CAD file format. Each Application for Payment shall contain an allocation of the percentage of completion of each portion of Work as of the end of the period covered by the Application for Payment.

7.2. No Payments for Stored Materials. Payments for Stored Materials will not be made without approval by the City. If the delivered material is stolen, destroyed or damaged by casualty before being used, Contractor shall replace the delivered material at its own cost and expense.

7.3. **Payments Withheld.** The Contract Administrator may decline to approve an Application for Payment, in whole or in part, to the extent reasonably necessary to protect the City's interests, or if the representations by Contractor cannot be reasonably accepted and will notify Contractor of the City's determination. If agreement cannot be reached on a revised amount, the Contract Administrator will process the Application for Payment for such amount, as he/she reasonably deems appropriate. The City may elect to withhold payment, in full or in part, on an Application for Payment when the Contract Administrator subsequently discovers evidence, or subsequent inspections of the Work covered under a previous Application for Payment reveal that, in the Contract Administrator's reasonable opinion, it may be necessary to protect the City from loss because of:

7.3.1. Defective work not remedied;

7.3.2. Failure of Contractor to make payments properly to Subcontractors for labor, professional services, materials, or equipment;

7.3.3. Damage to the City or another contractor working at the Project;

7.3.4. Failure to submit any required supporting documentation with Contractor's Application for Payment;

7.3.5. Persistent failure to carry out the Work in accordance with the Contract Documents;

7.3.6. The existence of a material breach by Contractor of any material provision of the Contract Documents and/or Applicable Laws;

7.3.7. Damage to another Subcontractor, supplier, material person as provided for in Chapter 713, Florida Statutes, party, or person not remedied which are attributable to Contractor, its agents, servants, employees, subcontractors and sub-subcontractors, material person and suppliers;

7.3.8. Liquidated damages; or,

7.3.9. As-built drawings not being in a current and acceptable state.

7.4. Final Payment. Final payment shall be made by the City to Contractor when:

7.4.1. The Work required by the Contract Documents has been fully performed by Contractor, except for Contractor's obligations during the Warranty Period;

7.4.2. A final Application for Payment and a final accounting have been submitted by Contractor, and reviewed and approved by the Contract Administrator;

7.4.3. A final Certificate for Payment has been approved by the Contract Administrator;

7.4.4. Contractor has submitted a final affidavit (certificate of completion form) attesting that Contractor has fully completed all Work required by the Contract Documents (including meeting all permit conditions/closeout) and setting forth the name, address and amounts owed to any unpaid subcontractors or material/equipment suppliers ("Affidavit of Contractor"); Contractor has submitted notarized lien waivers and Affidavit of Contractor forms executed by its subcontractor(s) and its (or their) material and equipment suppliers;

7.4.5. Contractor has executed and submitted a release of all claims against the City arising under or by virtue of this Agreement, except claims which are specifically excepted by Contractor as set forth therein in this Agreement;

7.4.6. Contractor has obtained and delivered to City a consent of the Surety to final payment;

7.4.7. All warranties, guarantees, operational manuals, and instructions in operation required by the Contract Documents have been delivered to City;

7.4.8. As-built drawings, signed and sealed by a registered land surveyor, licensed in the State of Florida (three (3) full-size (24"x36") and three (3) half-size (11"x17"), to-scale, and three (3) CDs non-compressed formatted in the latest version of AutoCAD, shall submit a completed as-built drawings package have been delivered to City and approved by the City Public Works Department (no later than at the time of receiving final payments); and,

7.4.9. As applicable, and if required by the Contract Administrator, a Certificate of Occupancy, and/or Certificate of Completion, has been issued.

7.5. If after the Project has been substantially completed, final completion thereof is delayed through no fault of Contractor, or by issuance of Change Orders affecting final completion, and the Contract Administrator so certifies, City shall, upon certification of the Contract Administrator, and without terminating the Agreement, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7.6 Neither City's acceptance of the Work, nor payments for Work, or any part of the Work, nor any possession of the Project by City, shall operate as a waiver of rights or obligations under any portion of the Contract Documents or Applicable Laws. Nor shall City's waiver of any breach of the Contract Documents by Contractor constitute a waiver of any other or any subsequent breach of contract.

7.7 Contractor shall remain liable for Subcontractors' work and for any unpaid laborers, material suppliers or subcontractors in the event it is later discovered that said work is deficient or that any subcontractors, laborers, or material suppliers did not receive payments due them on the Project. Contractor shall promptly notify City if any payments due to any sub-contractor or sub-contractors have not been paid timely, and of any pending payment disputes with any sub-contractor.

7.8. The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the provision, construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the Contractor in performance of the Work.

7.9 All accounting and financial matters relating hereto shall be processed by the City's Finance Department. Payments shall be made by the City on the monthly statements only after they have been certified by the City's representatives and approved by the Contract Administrator. Provided the City receives the required backup documentation and receipts with the monthly statement, the City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act.

Payment will be made to:

Accurate Drilling Systems, Inc.
49 N. Industrial Loop Bldg B
Labelle, Florida 33935

7.10 No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Work.

7.11 Right to Inspect: Right to Audit Books. The Contractor and all subconsultants and subcontractors shall maintain books, records, documents, and other evidence directly pertinent to the performance of this Agreement, in accordance with generally accepted accounting principles. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the Contract Documents at Contractor's office during the period of their preparation. Further, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect and examine the Contractor's accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries and benefits, and records of payments made to subconsultants and subcontractors.

ARTICLE 8
TERM AND SCHEDULE

8.1. Time for Completion. Time is of the essence throughout this Contract. Contractor shall perform the Work so as to achieve Substantial Completion as specified in the Competitive Solicitation Package, and the Project shall be completed and ready for final payment as set forth herein within five hundred sixty (560) days as specified for Final Completion in the Competitive Solicitation Package Summary, with such Final Completion date calculated from the date of the Notice to Proceed.

8.2. Project Schedule; Preliminary Matters. As a condition of issuance of a Notice to Proceed for the construction of the Work, Contractor shall submit to City for City's review and acceptance:

8.2.1. A Project base line schedule, one (1) electronic copy and one (1) hard copy (activities arranged in "waterfall"), in the indicated form for final review and approval. (CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

Contractor agrees to attend weekly progress meetings and provide a two (2) week look ahead schedule for review and discussion and monthly be prepared to discuss

any:

1) Proposed changes to the base line schedule logic;

2) Explain and provide a narrative for reasons why logic changes should be made;

3) Update to individual subcontractor activities; and,

4) Integration of changes into the schedule.

The Project schedule shall be the basis of the Contractor's Work and shall be complied with in all respects.

8.2.2. If requested by the City, Contractor shall provide additional breakdowns as to any line item, to show labor, equipment, materials and overhead and profit.

8.2.3. Throughout the Project Term, the Contract Administrator or their designee, the City's Project Manager, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, that by facilitating Contractor's efforts to coordinate with such utilities, City is not assuming the obligation to coordinate any necessary relocations and Contractor shall be solely responsible for such coordination.

8.2.4. At a time specified by City but before Contractor starts the work at the Project Site, a conference attended by Contractor, City and others as deemed appropriate by Contract Administrator will be held to discuss the schedules, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

8.2.5. Within five (5) days from the Project initiation date as set forth in the Notice to Proceed, a pre-construction meeting attended by Contractor, City and others, as appropriate, will be held to finalize the schedules submitted. Within ten (10) days after the Project initiation date set forth in Notice to Proceed, the Contractor shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for City review. The finalized progress schedule will be accepted by City only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by City of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on City responsibility for the progress or scheduling of the Work nor relieve Contractor

from full responsibility therefor. The finalized schedule of shop drawing submissions must be acceptable to City as providing a workable arrangement for processing the submissions. The finalized Schedule of Values must be acceptable to City as to form and substance.

8.3. Recovery Schedule.

8.3.1. If Contractor's Work, or any portion of the Work, becomes more than (30) days behind schedule, if the Work on any critical path item or activity delineated in the Project schedule is delayed for a period which exceeds 5% of the days remaining until a completion deadline for an item in the Project schedule, or if the reasonably appears that the Contractor will be unable to meet the deadlines of the Project schedule, the City may notify Contractor of same, and in such case, the Contractor shall submit a proposed recovery plan to regain lost schedule progress and to achieve any Project milestones, Substantial Completion, and Final Completion in accordance with the Contract Documents, after taking into account excusable delays and permitted extensions of the Project for review and acceptance within seven (7) days following notification from the City, so as to ensure Contractor makes up lost time.

8.3.2. City shall notify Contractor within five (5) business days after receipt of each Recovery Schedule, whether the recovery plan schedule is deemed accepted or rejected. Within five (5) business days after City's rejection of any recovery plan schedule, Contractor will resubmit a revised recovery plan schedule incorporating City's comments. If the City accepts Contractor's recovery plan schedule, Contractor shall, within five (5) business days after City's acceptance, incorporate and fully include the recovery plan schedule into the Project schedule and deliver same to City.

8.3.3. If the Contractor fails to provide an acceptable recovery plan schedule, as determined by City in its sole discretion, that demonstrates Contractor's ability to timely follow the Project schedule, the City may, without prejudice to any other rights and remedies available to the City hereunder or otherwise, declare an event of default or order the Contractor to employ such extraordinary measures, including acceleration of the Work, and other measures, including substantially increasing manpower and/or necessary equipment, as may be necessary to bring the Work into conformity with the Project schedule.

8.4. Substantial Completion. As a condition of Substantial Completion, all of the following must occur:

8.4.1. All Work affecting the operability of the Project or safety has been completed in accordance with the Contract Documents;

8.4.2. If applicable, all pre-commissioning activities, including alignment, balancing, lubrication and first-fill, have been completed;

8.4.3. The Work may be operated within manufacturers' recommended limits (with all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information provided), in compliance with Applicable Laws, and without damage to the Work or to the Project;

8.4.4. Contractor has corrected all defects, deficiencies and/or discrepancies to the entire Work as identified by the City, and the City confirms such corrections have been made in writing;

8.4.5. The most recent updated set of "as-built" drawings reflecting the progress of the Work through Substantial Completion (in native file format, such as AutoCAD);

8.4.6. When Contractor believes it has achieved Substantial Completion, Contractor shall request an inspection by the City, and shall provide the City with evidence supporting its assessment of Substantial Completion, including any specific documents or information requested by the City to assist in its evaluation thereof. Contractor shall, prior to said inspection, develop its preliminary Punch List for input and comment by the City. Once the preliminary Punch List is submitted to the City, the City and its representatives shall then schedule a walk-through of the Project with Contractor. Following the walk-through, Contractor shall develop and provide City with the list of all remaining items of Work to be completed or corrected, and which incorporates items and comments identified or provided by the City and is certified for completeness and accuracy by the City ("Substantial Completion Punch List"), provided, however, that failure to include any items on such Substantial Completion Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents;

8.4.7. Any and all appurtenances, utilities, transportation arteries and any other items required under the Contract Documents and necessary to serve that portion of the Work are sufficiently completed, a temporary certificate of completion or Certificate of Occupancy, as applicable, is issued for the Work for which a Certificate of Substantial Completion is being sought and/or all conditions or requirements of authorities having jurisdiction are complied with, to permit the City to utilize and occupy that portion for its intended use in accordance with the Contract Documents without material interference from any incomplete or improperly completed items of Work; and,

8.4.8. With respect to any Project for which a right-of-way permit is required from the

City's Public Works Department or which includes a final lift of asphalt as part of the Work, in no event shall Substantial Completion occur prior to the final lift of asphalt and acceptance thereof by the agencies having jurisdiction (including, without limitation, the City's Public Works Department).

8.5. Certificate of Substantial Completion. Any determination by the City and the Contractor of Substantial Completion shall not be binding on the City, and the ultimate determination of Substantial Completion shall rest with the City and shall be evidenced by the City's executing and returning to the Contractor its Certificate of Substantial Completion (or Partial Substantial Completion, as applicable).

8.5.1. When the City, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, and when the Contractor has complied with all other conditions precedent to Substantial Completion provided for in the other Contract Documents, the City will then prepare a Certificate of Substantial Completion which shall establish the Substantial Completion Date, shall state the responsibilities of Contractor, if any, for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed in the Substantial Completion Punch List. If the City issues a Certificate of Substantial Completion on the basis of partial completion of the Project, or upon the basis of a partial or temporary certificate of occupancy or certificate of completion, as applicable, City may include such additional conditions, as it deems appropriate to protect its interests pending substantial completion of the entire Project or issuance of a permanent certificate of occupancy or certificate of completion, as applicable.

8.5.2. The City shall not unreasonably withhold or condition acceptance and execution of a Certificate of Substantial Completion (or a Notice of Partial Substantial Completion); provided, however, the Project shall not be deemed Substantially Complete and the City shall not execute a Certificate of Substantial Completion until all of the criteria for achieving Substantial Completion as identified in the Contract Documents have been satisfied, and (2) in the case of a portion of the Project, the conditions set forth this Article 9 relating to Partial Substantial Completion shall have been satisfied.

8.6. Partial Substantial Completion. Partial Substantial Completion of the Work shall occur when the City determines that a portion of the Work, as defined in the Contract Documents and/or otherwise by logical boundaries, is Substantially Complete in accordance with the Contract Documents. The City may (but shall not be obligated to) agree that a portion or component of the Work, acceptable to the City in its sole discretion, may be certified as Substantially Complete provided that:

8.6.1. The requirements provided in this Article 9 for issuance of a Certificate of

Substantial Completion are complied with for the portion of the Work for which a Notice of Partial Substantial Completion is being sought;

8.6.2. Such portion and any and all appurtenances, utilities, transportation arteries and any other items required under the Contract Documents and necessary to serve that portion of the Work are sufficiently completed, a temporary certificate of completion or Certificate of Occupancy, as applicable, is issued for the portion of the Work for which a Certificate of Partial Substantial Completion is being sought and/or all conditions or requirements of authorities having jurisdiction are complied with, to permit the City to utilize and occupy that portion for its intended use in accordance with the Contract Documents without material interference from any incomplete or improperly completed items of Work;

8.6.3. The City is fully able to use and occupy the portion of the Work for the purposes intended and the Contractor separates the portion of the Work which is Substantially Complete from non-complete areas of the Project in order to prevent noise, dust and other construction disturbances which would materially interfere with the use of such portion for its intended use in accordance with the Contract Documents and to assure the safety of those entering, exiting and occupying the Substantially Completed portion of the Work; and,

8.6.4. Partial Substantial Completion shall not constitute Final Completion of the Work or Substantial Completion of the Project, nor shall it relieve the Contractor of any responsibility for the correction of Work (whether or not included in portion of Work Substantially Complete) or for the performance of Work not complete at the time of Partial Substantial Completion.

8.7. Liquidated Damages.

8.7.1. Upon failure of Contractor to achieve Substantial Completion within the time period specified in the Contract Documents for Substantial Completion, as such date may be extended pursuant to the terms of the Contract Documents, Contractor shall pay to City the sum of one thousand, five hundred dollars ($1,500.00) per day in "Liquidated Damages" for each calendar day after the time specified herein for Substantial Completion, plus any approved time extensions, for Substantial Completion. Partial Substantial Completion shall not relieve Contractor of any responsibility for Liquidated Damages for failure to timely achieve Substantial Completion.

8.7.2. Contractor agrees that the Liquidated Damages set forth herein are not penalties and have been set based on an evaluation by City of damages to City and the public caused by untimely performance. Such damages may include loss of revenues to the City, and additional costs of administering this Agreement, including Project

staff, legal, accounting, consultants and overhead and other administrative costs. Contractor acknowledges that the amounts established for Liquidated Damages are fair and commercially reasonable. Contractor and City have agreed to the Liquidated Damages in order to fix Contractor's costs and to avoid later disputes over which items are properly chargeable to Contractor as a consequence of Contractor's delays.

8.7.3 The above-stated Liquidated Damages shall apply separately to each portion of the Project for which a time for completion is given. City is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City may, in its sole discretion, deem just and reasonable.

8.7.4 Liquidated Damages shall apply, whether or not the City terminates Contractor for cause and whether or not Surety completes the Project after a Default by Contractor. Liquidated Damages shall apply solely to claims arising from delay in meeting any milestone for which the right to assess Liquidated Damages is specified, including, without limitation, Substantial Completion, and Final Completion, and shall be the City's sole remedy for delay, and are not intended to, and do not, liquidate Contractor's liability under any other provision of the Contractor Documents for other events not specifically referenced in this Article 9. Liquidated Damages shall not liquidate Contractor's liability under the indemnification provisions of this Agreement.

8.7.5 Contractor, in addition to reimbursing City for Liquidated Damages or other damages for untimely performance as provided herein, shall reimburse City for all costs incurred by City to repair, restore, or complete the Work, as may be provided by the Contract Documents, including, without limitation, any additional design fees that may be due to a Consultant related thereto. All such costs shall be deducted from the monies otherwise due Contractor for performance of Work under this Agreement by means of unilateral credit or deductive Change Orders issued by City.

8.7.6 In the event a court of competent jurisdiction determines that any Liquidated Damages amount herein is unenforceable notwithstanding Contractor's agreement herein that such amounts are fair and reasonable, Contractor shall not be relieved of its obligations to the City for the actual damages resulting from the failure to timely achieve Substantial Completion or Final Completion in accordance with the requirements of the Contract Documents. Without limiting the foregoing, City and Contractor covenant not to bring any action in a court of competent jurisdiction that would ask the court to rule that the Liquidated Damages amounts are not fair and reasonable.

8.8. Beneficial Occupancy. Beneficial Occupancy shall occur when the City determines that a

portion of the Work may be occupied prior to Substantial Completion. City may take Beneficial Occupancy in accordance with the provisions of the Contract Documents.

8.8.1. Prior to the anticipated date of Beneficial Occupancy, Contractor shall separate the portion of the Work to be occupied from non-complete areas of the Project in order to prevent noise, dust and other construction disturbances which would materially interfere with the use of such portion for its intended use in accordance with the Contract Documents and to assure the safety of those entering, exiting and occupying the completed portion to be occupied.

8.8.2. Beneficial Occupancy shall not constitute Substantial Completion or Final Completion of the Work, nor shall it relieve the Contractor of any responsibility for the correction of Work (whether or not included in the portion of Work to be occupied) or for the performance of Work not complete at the time of Beneficial Occupancy.

8.8.3. After Beneficial Occupancy and as conditions of Substantial Completion, the Contractor shall deliver to the City complete as-built drawings, all approved shop drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate certificate of occupancy or certificate of completion that are related to the portion of the Work being occupied.

8.8.4. Contractor's insurance on the unoccupied or unused portion or portions of the Project Site shall not be canceled or lapsed on account of such Beneficial Occupancy.

8.8.5. Contractor shall be responsible to maintain all utility services to areas occupied by the City until Final Completion.

8.9. Final Completion. Final Completion of the Project shall be deemed to have occurred if all the following have occurred:

8.9.1. Substantial Completion of the entire Project has occurred;

8.9.2. The Work can be used and operated in accordance with Applicable Laws bearing on the performance of the Work and applicable permits;

8.9.3. All spare parts, special tools and attic stock purchased by Contractor as part of Vendor supplies shall have been delivered to City and clear of all Liens;

8.9.4. All items on the Substantial Completion Punch List shall have been completed by Contractor to City's satisfaction and all final inspections have been performed;

8.9.5. Contractor has satisfied the additional conditions prescribed by the City in conjunction with a Certificate of Substantial Completion issued on the basis of partial completion of the Project, or a partial or temporary Certificate of Occupancy or Certificate of Completion, as applicable;

8.9.6. Contractor has delivered evidence to the City that all permits that are Contractor's responsibilities as specified under the Contract Documents have been satisfied and closed, and that a Certificate of Completion or Certificate of Occupancy (as applicable) has been issued by the authority having jurisdiction, and the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents and can be used for its intended purpose for uninterrupted operation, including, without limitation, acceptance of completed as-builts, if required by the agency having jurisdiction;

8.9.7. Contractor shall have provided to City final releases and complete and unconditional waivers of liens for all Work performed by Contractor and each Subcontractor or Suppliers, and a Consent of Surety to Final Payment;

8.9.8. Contractor shall have delivered to the City a certification identifying all outstanding Claims (exclusive of any Liens or other such encumbrances which must have been discharged) of Contractor (and of its Subcontractors, Suppliers and any other party against Contractor) with written documentation reasonably sufficient to support and/or substantiate such Claims;

8.9.9. Contractor shall have delivered to the City a written assignment of all warranties or guaranties which Contractor received from Subcontractors or Suppliers to the extent Contractor is obligated to do so;

8.9.10. Contractor shall have delivered to City a complete set of as-built documents and Project Records prepared in accordance with the Contract Documents;

8.9.11. Contractor has delivered to City all other submittals required by the Contract Documents, including all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information;

8.9.12. All rubbish and debris have been removed from the Project Site;

8.9.13. All Construction aids, equipment and materials have been removed from the Project site;

8.9.14. Contractor has delivered to the City all executed warranties and guarantees required by the Contract Documents, all of which shall be in the name of the City and run to the benefit of the City;

8.9.15. If applicable, certificates of insurance indicating that any insurance required of the Contractor or Subcontractors by the Contract Documents shall remain in full force and effect for the required period of time; and,

8.9.16. Any other documentation establishing payment or satisfaction of obligations, including receipts, releases and final waivers of lien from the Contractor and all Subcontractors, to the extent and in such form as may be required by the City.

8.17. Final Completion is a condition precedent to City's final payment to Contractor and issuance of the Final Certificate for Payment. Final payment shall be made only after the City Manager or his designee has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and approved the final payment.

8.18. **Waiver of Claims.** The release by the City and acceptance of the final payment by Contractor shall operate as and shall be a release to the City from all present and future Claims or liabilities, of whatever kind or nature, arising under, relating to or in connection with this Contract for anything done or furnished or relating to the Work or the Project, or from any act or omission of the City relating to or connected with the Contract Documents, the Work or the Project, except those Claims or liabilities, if any, for which the Contractor has provided the City with written notice pursuant to and in strict compliance with the "Claims" and notice requirements set forth in the Contract Documents, and containing a detailed reservation of rights that identifies the precise nature of the dispute, all facts in support of Contractor's Claim, the particular scope of Work giving rise to the Claim, and the maximum amount and/or time sought in connection with the Claim.

ARTICLE 9
BONDS

9.1. **Performance and Payment Bond.** Contractor shall, on or before ten (10) days after execution of this Agreement, and prior to commencing the Work, furnish or cause to be furnished the following:

9.1.1. A performance bond and payment bond of the form and containing all the provisions attached hereto and made a part hereof. Payment and Performance bonds may be in the form of dual obligee bonds from the Contractor in the amount of the contract between the Contractor and the Contractor, naming the City and Contractor as dual obligee. Contractor shall provide payment and performance bonds in the

remaining amount of the contract price naming the City as the obligee on those bonds.

9.1.2. The bonds shall be in the amount of one hundred percent (100%) of the contract amount guaranteeing to City the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or subcontractors employed pursuant to this Project. Such bonds shall be with a surety company which is qualified pursuant to this Section.

9.1.3. Such bonds shall continue in effect for one year after completion and acceptance of the Project with liability equal to one hundred percent (100%) of the contract price, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after completion and acceptance of the Project.

ARTICLE 10
INSURANCE AND WAIVER OF SUBROGATION

10.1. Insurance. Contractor shall furnish to the City Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees, as required by Florida Statutes 440, and, if applicable, worker's compensation required by federal law, including but not limited to, the Jones Act and/or United States Longshoreman & Harbor Workers Compensation Act (USLH).

b. Commercial General Liability on a comprehensive basis, including Contractual Liability, Products/Completed Operations, XCU, and Pollution in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Coverage must include a Waiver of Subrogation in favor of the City. The City must be an additional insured with respect to this coverage.**

c. Excess/Umbrella Liability, in amount not less than $5,000,000 combined single limit, per occurrence for bodily injury and property damage. The umbrella coverage must be as broad as the primary General Liability coverage.

d. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. **Professional (Design Errors & Omissions) Liability** Insurance, including wrongful acts, errors, and/or omissions, including design errors of architect and/or engineer for damage sustained by reason of or in the course of operations under this contract, in an amount not less than $1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.

10.2. The Professional Liability policy/coverage shall be amended to include the following:

10.2.1. Description of operations on the declaration describing the scope of professional services shall include all aspects of the services performed under this contract, including events arising out of Contractor's operations or any subcontractors and sub-tier contractors.

10.2.2. Amendment of any contractual liability exclusion to state: "This exclusion does not apply to any liability of others, which you assume under a written contract provided such liability is caused by your wrongful acts."

10.2.3. Coverage for claims alleging improper supervision of subcontractors and sub-tier contractors.

10.2.4. Deletion of any exclusions pertaining to design/build liability.

10.2.5. Coverage shall apply for three (3) years after Project is complete.

10.2.6. The policy must be endorsed to provide coverage for up to three (3) years after Project completion. This policy shall be on a primary basis if other professional liability is carried.

10.3. Builders Risk or Installation Floater Insurance covering 100% of the construction value (building & material) including such perils as fire, hail, flood, and Named Windstorm. City shall be included as a Named Insured on this policy, as its insurable interest may appear. This policy shall remain in force until acceptance of the project by the City.

10.4. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

10.5. All deductibles for insurance required in this Agreement are the sole responsibility of the Contractor.

10.6. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications – The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

10.7. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

City of Destin

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligation under this Article or under any other Article of this Agreement.

ARTICLE 11
INDEMNITY

11.1. In consideration of Twenty-five Dollars ($25.00), separately acknowledged by Contractor, and other valuable consideration, Contractor shall indemnify and save harmless City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any construction activities of Contractor or any subcontractors, consultants, subconsultants, agents, servants, or employees connected with the Project; or by or in consequence of any negligence of Contractor, or any subcontractors, subconsultants, agents, servants, or employees (excluding negligence of City), in connection with the construction activities of the Contractor or any subcontractors, subconsultants, agents, servants, or employees connected with the Project; or by use of any improper materials; or by or on account of any act, error or omission of Contractor or any subcontractor, consultants, subconsultants, agents, servants or employees, except to the extent caused by the negligence of the City. Contractor agrees to indemnify and save harmless City against any claims or liability arising from or based upon the violation of any Federal, State, County or City laws, bylaws, ordinances or regulations by Contractor, its consultants, contractors, Subcontractors, subconsultants, agents, servants or employees (excluding negligence of City). Contractor further agrees to indemnify and save harmless City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against City on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against City for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation. This consideration is separate and distinct from any other consideration received by Contractor.

11.2. Contractor further agrees to indemnify, save harmless and defend City, its agents, servants and employees, from and against any claim, demand or cause of action of whatever kind

or nature arising out of any negligent conduct or misconduct of Contractor, and for which City, its agents, servants or employees, are alleged to be liable.

11.3. The indemnifications provided above shall obligate Contractor to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City which may result from the operations and activities under this Agreement, whether the services or construction operations be performed by Contractor, its contractors, consultant, Subcontractors, subconsultants, or by anyone directly or indirectly employed by any of the above.

11.4. Notwithstanding any provision herein to the contrary, the Contractor agrees and recognizes that the City and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which may result from any actions, errors or omissions of the Contractor. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or subcontractors, the registered professionals (consultants, architects and/or engineers) and subcontractors under this Contract.

11.5. The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provisions.

11.6. The obligations under this Section shall survive termination and/or other expiration of this Agreement.

ARTICLE 12
ADMINISTRATION OF THE CONSTRUCTION WORK

Contractor shall provide administration of its own work forces and of all subcontractors in cooperation with the City as set forth below.

12.1. **Unforeseen Conditions.** If Unforeseen Conditions are encountered at the Site, Contractor shall provide City prompt notice before conditions are disturbed and in no event later than seven (7) Calendar Days after first observance of the conditions. City will promptly conduct a review and, if they constitute Unforeseen Conditions (as defined in the Contract Documents) and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the cost or a time extension, or both. If the City determines that the conditions at the Site do not constitute Unforeseen Conditions (as defined in the Contract Documents) and that no change in the terms of the Agreement is justified, the City shall so notify Contractor in writing, stating the reasons. Claims by the Contractor in opposition to City's determination must be made within fourteen (14) Calendar Days after the City has given Contractor notice

of the City's decision. Any timely opposition to the City's decision shall be subject to the dispute resolution provisions of this Agreement.

12.2. Contractor shall supervise, inspect and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

12.3. Contractor shall be responsible to the City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.

12.4. Contractor shall not be relieved of its obligations to perform the Work strictly in accordance with the Contract Documents by the performance or non-performance of the services or determinations of the City, or by tests, inspections or approvals required or performed by persons other than Contractor or its subcontractors.

12.5. Contractor shall be responsible to inspect portions of the Work performed under this Agreement or any other Agreement to determine that such portions are in proper condition to receive subsequent Work pursuant to this Agreement. Contractor assumes the full responsibility for the cost and expense to correct any deficient Work caused by its failure to properly inspect the Work for suitability prior to performing Contractor's Work.

12.6. Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against adverse weather conditions and for handling all storm and flood water, sewage, or seepage, that may be encountered up to the date of Final Completion of the Work subject to the Contract Documents.

12.7. Labor and Materials. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

12.8. Substitutions. Wherever materials, products, articles, equipment, systems or similar items are identified by reference to proprietary terms or similar reference, it is intended to establish the minimum standard or measure of quality that has been determined as requisite or intended for the Work. Competition is encouraged from subcontractors, suppliers, manufacturers and producers whose products, systems, reputations, performance and

service warrant acceptance for the conditions, intent of design, requirements and other considerations of the Work. The determination of products for use may be based on the construction, design, function, type, size, capacity, performance, strength, durability, efficiency, sound level, finish, aesthetic quality, service, matching existing work, the City's standards for repair, replacement and maintenance or other characteristics and criteria.

Acceptance or rejection of proposed alternate or similar products, equipment or system that are equal to those specified in the design criteria may be based on any of the foregoing factors and criteria. The final decision on acceptance or rejection of proposed alternate or similar products, equipment or system that are equal to those specified in the Contract Documents shall be vested in the City and its determination may or may not express the reason for the decision, at City's option.

12.9. The product, equipment, system, or manufacturer used as the basis for the design or specification shall generally set the criteria. It shall be expressly understood that any product, equipment, system or manufacturer listed in the design criteria as acceptable shall meet and be in full compliance with the requirements and criteria, including those established by the product, equipment, system or manufacturer used as the basis for the specification. The City shall have the right to reject any proposed deviations from specified criteria or characteristics, or deviations from the criteria and characteristics of the product, system or manufacturer used as the basis of the design criteria.

12.10. Following issuance of the Notice to Proceed, only specified items will be used for the Project. If, however, an alternate or substitution is to be used during construction, it will only be approved by City under the following circumstances:

12.10.1 The required product, material or method cannot be provided in a timely fashion, but not as a result of Contractor's failure to pursue the work promptly or coordinate various activities; or

12.10.2 The required product, material or method cannot be provided in a manner which is compatible with other materials of the Work, or cannot be properly coordinated with the Work; or

12.10.3 The required product, material or method has not received required approval by a governing authority, and the requested substitution can be approved; or,

12.10.4 Contractor establishes the substitution will provide substantial advantage to the City, in terms of cost, time or other valuable considerations.

12.11. All substitution requests will be made via written request which shall be attached to a shop drawing and/or Change Order which shall be attached to a detailed description of the specified item and a detailed description of the proposed substitution. A comparison letter

itemizing all deviations from specified items must be included for the Contract Administrator to properly evaluate substitution. Failure to provide the deviation comparison sheet shall automatically deny the request.

12.12. If the substitution is approved, Contractor shall certify to City that the proposed substitution is equal to or better than the required product, material or method, that the proposed substitution is suitable for the intended purpose at the intended location and that Contractor warrants the substituted design.

12.13. If the substitution is not approved by City, Contractor shall use the material, article, or piece of equipment specified in the Contract Documents.

12.14. If the City does not require defective Work to be removed or corrected by Contractor, an equitable reduction in the cost shall be made as reasonably determined by the City. All reductions in the cost shall be evidenced by a written Change Order signed by the City.

12.15. If Contractor does not fully perform its obligations under this warranty section within a reasonable time following written notice by the City to Contractor then, in addition to, and not in lieu of any other right or remedy available to the City pursuant to this Agreement, at law or in equity, the City may perform or cause such obligations to be performed at the sole cost and expense of Contractor. The amount of such cost and expense shall be deducted from the cost or, at the City's option, shall be due and payable by Contractor to the City on demand.

12.16. Nothing contained in this warranty section shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents. The Warranty Period relates only to the obligation of the Contractor to correct the Work following Substantial Completion of the Project.

12.17 Contractor will collect all written guaranties, warranties and equipment manuals and deliver them to City prior to Substantial Completion of the Project.

12.18 Contractor, with the assistance of City's maintenance personnel, will direct the checkout of those utilities and operations of systems and equipment supplied and/or installed by Contractor, for readiness, and will perform the initial training, start-up and testing.

12.19. The City may elect to take beneficial use of completed portions of the Project prior to Substantial Completion. Upon completion of all items listed above, a Certificate of Partial Substantial Completion shall be executed by the City and Contractor with a mutually agreed date of acceptance that will start the Warranty Period for the particular portions of the Project. Any outstanding punchlist items shall be noted on the Certificate of Partial Substantial Completion and remain the responsibility of the Contractor to complete within

the specified time limit. Contractor shall undertake all punch list work expeditiously upon Substantial Completion of the Project in the manner and fashion set forth in the Contract Documents, Certificate of Partial Substantial Completion and as directed by City.

12.20. **Taxes.** Contractor shall pay sales, consumer, use and similar taxes for the Work provided by Contractor, which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. To the extent that the Work is exempt from sales, consumer, use and similar taxes, the City shall provide to Contractor, a certificate of exemption.

12.21. Permits, Fees, and Notices. Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Agreement between City and Contractor and which are legally required when bids are received or negotiations concluded. Contractor shall comply with and give notices required by Applicable Laws during the performance of the Work.

12.22. Responsibility for Completion. Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts and premium time operations with the City's prior approval, as may be necessary to ensure the prosecution and Substantial and Final Completion of the Work within the number of days specified in the Contract for completion of the Work, as adjusted. If the City reasonably finds the corrective action not acceptable, City may require Contractor to submit revisions until acceptable to City. Failure of Contractor to substantially comply with the requirements of this paragraph shall be considered grounds for a determination by the City that Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified and grounds for termination of this Agreement for cause.

12.23. Protection and Safety of Persons and Property.

12.23.1. Contractor agrees that, between the City and Contractor, the prevention of accidents to workmen engaged upon or in the vicinity of its Work and to any employee or invitee to the Project Site is Contractor's responsibility. Contractor shall be solely responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work in accordance with all Applicable Laws, including, but not limited to, the OSHA requirements, OSHA's Permit- Required Confined Space Entry (CSE) and Control of Hazardous Energy (Lockout/Threat) requirements. Contractor shall maintain at the Project Site a sufficient number of safety hats and other appropriate personal protection equipment for the use of employees and invitees to the Project Site.

12.23.2. Prior to Contractor's performance of any Work at the Project Site, Contractor shall provide City with the phone number(s) of the individuals who may be contacted at any time 24 hours per day/7 days per week in the event of an emergency related to the Work required by the Contract Documents. Should any emergency condition arise out of whatever nature as a result of the Work, Contractor will be notified by telephone and corrective action shall be immediately implemented. In the event Contractor cannot be reached at the designated number(s) or Contractor fails to take immediate corrective action, the City may take such corrective action as it deems necessary and reasonable to mitigate or alleviate the emergency and will deduct the cost of such corrective action from payments due Contractor and/or demand payment from Contractor. Contractor shall be responsible for reimbursing City for all damages resulting from taking such corrective action to mitigate or alleviate the emergency, including but not limited to, damage to the City's property and, equipment, or new Work of Contractor or its subcontractors. Failure of the City to notify Contractor of any emergency conditions as a result of any Work related to the Project shall not relieve Contractor from any liability for any damage or loss resulting from the emergency conditions.

12.23.3. To assist the general public, emergency agencies, law enforcement or other entities in notifying the responsible party best able to respond to Site emergencies, Contractor will erect at each active construction site or at a location as directed by the City a sign, which will be approved by the City, and containing the Project name, Project address, City Project number, Contractor's name, Contractor's address and phone number, name and phone number of Contractor's site safety officer, and name and phone number of City's construction supervisor.

12.23.4. Contractor shall maintain at the Site a current Materials Safety Data Sheet ("MSDS") Manual for all MSDS received from the manufacturer or supplier of all Hazardous Materials/Regulated Substances. If an MSDS is not received by Contractor, Contractor shall contact the manufacturer or supplier to request one or contact OSHA for assistance in obtaining the MSDS. Contractor shall maintain the MSDS Manual in the format required by City and shall ensure that the MSDS form for each Hazardous Material/Regulated Substance contains the information required by the current OSHA Hazard Communication Standard. Contractor's MSDS Manual shall be made readily available, upon request, to City and to OSHA representatives.

12.23.5. Contractor shall take all necessary precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all persons engaged by Contractor, its subcontractors, suppliers and vendors in performance of the Work on the Site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under the care and custody of Contractor and/or its subcontractors,

suppliers and vendors; and (3) other property within Contractor's care, custody or control at or adjacent to the Site.

12.23.6. Prior to commencement of any Work at the Project Site, Contractor shall submit to the City a copy of Contractor's Project Specific Safety Program. The Project Specific Safety Program shall include, but not be limited to, the following:

a. The identification of Contractor's Project Specific Safety Coordinator whose duty shall be overseeing the implementation of contractor's Specific Safety Program;

b. The procedures for the identification and enforcement of all OSHA, NFPA, federal, state and local laws, rules, standards and requirements;

c. The procedures for the preparation and submission, prior to the start of each Work activity, of a hazard analysis report for each Work activity which identifies the applicable safety requirements and precautions to be taken while performing each Work activity;

d. The rules and regulations applicable to the type, use and application of all safety equipment and the condition and demeanor of Contractor's employees while at the Project Site;

e. The procedures for reporting to the City and all applicable federal, state and local authorities, all accidents or "near'' accidents involving the actual or potential for personal injury or property damage at or adjacent to the Project Site;

f. The Project specific safety and disciplinary rules and regulations; and,

g. The procedures for training Contractor's employees and its Subcontractor's and supplier's employees of Contractor's Project Specific Safety Program and disciplinary rules and regulations.

12.23.7. Contractor shall give notices required by and comply with Applicable Laws of all authorities with jurisdiction bearing on the safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the City of any adjacent utilities when prosecution of the Work may affect them. Fire hydrants and stop valves adjacent to the Work shall be kept readily accessible to fire-fighting apparatus and shall not be obstructed.

12.23.8. When so ordered, Contractor shall stop any part of the Work which the City deems unsafe until corrective action satisfactory to City has been taken, and Contractor

agrees that it shall not have nor make any claim for adjustment in either contract time or the contract price arising out of such Work stoppage. The failure of Contractor to implement its own Project Specific Safety Program and/or abide by, follow, properly implement or supervise any safety standards established during the progress of the Work by Applicable Law shall constitute a breach of this Agreement by Contractor and shall entitle City to seek indemnity from Contractor to the full extent permitted by law and as further identified and described in this Agreement.

12.23.9. Contractor shall promptly remedy damage or loss (other than damage or loss to property insured under property insurance provided by City pursuant to this Agreement) to property at the Site, adjacent to the Site, or stored in other locations caused in whole or in part by Contractor, its subcontractors, or anyone directly or indirectly employed by either of them, or by anyone whose acts they may be liable, except damage or loss caused solely by the acts or omissions of City.

12.24. Hazardous Materials/Regulated Substances/Hazardous Conditions.

12.24.1 In the event that Contractor encounters on the Site material reasonably believed to be Hazardous Materials/Regulated Substances, as those terms are generally defined by law, which has not been identified in the Contract Documents and has not been rendered harmless, Contractor shall immediately stop Work in the area affected and immediately report the condition to the City in writing. Work in the affected area shall resume when such Hazardous Materials/Regulated Substances has been rendered harmless or removed as determined by City.

12.24.2 If Hazardous Materials/Regulated Substances of a type of which an employer is required by law to notify its employees are being used on the Site by Contractor, its subcontractors, or anyone directly or indirectly employed by them, Contractor shall, prior to harmful exposure of any employees on the Site to such substances, give written notice of the chemical composition to the City in sufficient detail and time to permit compliance with all Applicable Laws.

12.24.3 The City shall not be responsible for materials and substances brought to the Site by Contractor and its subcontractors unless such materials or substances were required by the Contract Documents.

12.24.4 Hazardous Conditions. Unless otherwise expressly provided in the Contract Documents to be part of the Work, Contractor is not responsible for any pre-existing hazardous conditions encountered at the Site. Upon encountering any hazardous conditions, Contractor will stop Work immediately in the affected area and duly notify City and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

12.24.5 Upon receiving notice of the presence of suspected hazardous conditions, City shall take the necessary measures required to ensure that the hazardous conditions are remediated or rendered harmless. Such necessary measures shall include City retaining qualified independent experts to (i) ascertain whether hazardous conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that City must take to either remove the hazardous conditions or render the hazardous conditions harmless. The methods of rendering the hazardous conditions harmless may include having the Contractor construct through or remove the hazardous material as a part of the Project work. In such instance the work involved will be considered as extra work and treated with the methods provided in Article 5.14.2.5.1 Extra Work and Payment therefor.

12.24.6 Contractor shall be obligated to resume Work at the affected area of the Project only after City's expert provides it with written certification that (i) the hazardous conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi- government entities having jurisdiction over the Project or Site.

12.24.7 Contractor will be entitled to an adjustment in its contract time(s) to the extent Contractor's time(s) of performance has been adversely impacted by the presence of hazardous conditions

12.24.8 Notwithstanding the preceding paragraph, City is not responsible for hazardous conditions introduced to the Site by Contractor, subcontractors, or anyone for whose acts they may be liable. Contractor shall indemnify, defend and hold harmless City and City's officers, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous conditions introduced to the Site by Contractor, subcontractors, or anyone for whose acts they may be liable.

12.24.9 Emergencies. In an emergency affecting safety of persons or property, Contractor shall act to prevent threatened damage, injury or loss.

12.24.10 Use of the Site. Existing Utilities have been shown in the Contract Documents insofar as information is reasonably available; however, it will be Contractor's responsibility to verify such information and to preserve all existing Utilities, whether shown in the Contract Documents or not. If utility conflicts are encountered by Contractor during construction, it is anticipated that Contractor shall re-design its proposed improvements at its cost to avoid utility conflicts and/or provide sufficient notice to the owners of the utilities and compensate owners of the Utilities so that they may make the necessary adjustments.

12.24.11 Contractor shall exercise care, comply with all applicable laws, and take all

precautions during excavation and construction operations to prevent damage to any existing facilities, equipment, or Utilities, including damage to facilities, equipment, or Utilities of third parties. Any damage caused by Contractor shall be reported immediately to the Contract Administrator and any such damaged facilities, equipment, or Utilities shall be repaired and/or replaced by Contractor in a manner approved by City. As between the City and Contractor, all costs to repair and/or replace any damage to existing facilities, equipment, or Utilities shall be the sole responsibility of Contractor, and such repair or replacement shall be performed expeditiously without cost to City.

12.24.12 Contractor shall provide that type of required protection for finished work at all times and protect adjacent work during cleaning operations and make good any damage resulting from neglect of this precaution.

12.24.13 Protection of work shall include protection of work that is factory finished, during transportation, storage, during and after installation. Where applicable and as required, Contractor shall close off spaces of areas where certain work has been completed to protect it from any damages caused by others during their operations.

12.24.14 Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the contract and until the final acceptance of the structure. If any materials or part of the work should be lost, damaged, or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and replace the same at Contractor's own cost. The Contractor shall maintain suitable and sufficient guards, if necessary, and barriers, and at night, suitable and sufficient lighting for the prevention of accidents.

12.24.15 To all applicable sections where preparatory work is part of work thereon, Contractor shall carefully examine surfaces over which finished work is to be installed, laid or applied, before commencing with the work. Contractor shall not proceed with said work until defective surfaces on which work is to be applied are corrected to the satisfaction of the Contract Administrator. Commencement of work shall be considered acceptance of surfaces and conditions.

12.24.16 It will be the Contractor's responsibility to preserve all existing Utilities within the Project limits or as otherwise effected by Contractor. If utility conflicts are encountered by the Contractor during construction, it is anticipated that Contractor shall re- design its proposed improvements at its cost as to avoid utility conflicts and/or provide sufficient notice to their owners and compensate owners of the Utilities from its funds so that they may make the necessary adjustments. Damage to any Utilities, which in the sole reasonable opinion of the City is caused by negligence on the part of the Contractor, shall be repaired at the Contractor's expense.

12.24.17 If applicable to the Work specified in the Contract Documents, Contractor's Work shall minimize erosion and sediment run-off and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows which may be encountered at any time during the construction work. Contractor shall be responsible for obtaining any required permits as per Applicable Law and shall be liable for any fines and penalties assessed by any authority with jurisdiction over the Project due to noncompliance or violation of such requirements. Contractor shall limit both area and duration of bare soil exposure, employ appropriate erosion control through staged clearing, grading and excavating procedures, soil-pile protection, mulching and temporary vegetation. Groundwater, storm water and sediment bearing drainage from dewatering operations shall be filtered or impounded to allow removal of silt, sediment, debris, and other pollutants in an acceptable, stabilized location prior to disposal.

12.24.18 Contractor shall confine operations and storage of materials, equipment, tools and debris at the Site to areas secured by the Contractor and previously approved by the City, permitted by Applicable Laws and the Contract Documents, and shall not unreasonably encumber the Site with any materials, equipment, tools or debris. All excavated materials, construction equipment and materials and equipment to be incorporated into the Work shall be placed so as not to unreasonably disturb and/or affect the quality of life of the surrounding neighborhood, injure any part of the Work or existing facilities, to provide free access to all parts of the Work, and to all public utility installations in the vicinity of the Work. The City makes no arrangements for staging. Contractor shall request approval from City's representative of the proposed staging site prior to commencement of construction activity.

12.24.19 The location of all temporary roadways and similar facilities shall be subject to City's review. Contractor shall keep temporary Work from blocking access to completed Work or from interfering with other work being performed by City, other contractors or other public entities. If, however, conflict with normal traffic access occurs, Contractor shall provide temporary bypass routing until such temporary Work is completed. Contractor shall remove all temporary Work from the Project Site after it is no longer needed, and before completion of the Work.

12.24.20 City shall have the authority to limit the number of Contractor and subcontractor employee vehicles present at the Project site. Contractor shall enforce all such limitations. In cases of a dispute between City and Contractor regarding vehicle limitations at the Project Site, the City's determination shall govern and be binding on Contractor.

12.24.21 **Cleaning Up and Backcharges**. Contractor shall keep the premises, the

surrounding area and surrounding streets, lawns, and sidewalks free from accumulation of waste materials, rubbish, dirt, mud, vegetation and construction debris caused by Project operations. Before Final Completion, the Work, including stream channels and banks at drainage structures and all borrow and waste areas, storage sites, temporary plant sites, haul roads, and other grounds occupied by Contractor in connection with the Work, shall be cleaned of all waste materials, rubbish, temporary structures, Contractor's tools, construction equipment, machinery, and surplus materials. These areas shall have suitable vegetative cover established by seeding and mulching or by other approved methods and all parts of the Work shall be left in an acceptable condition, as determined by the City. When sewers are built in paved or unpaved streets, Contractor shall remove dirt, mud, vegetation, and construction debris accumulating from its operations upon all streets, intersecting streets, lawns, or sidewalks, as often as ordered by City.

12.24.22 If Contractor fails to clean up as provided in the Contract Documents, use the streets, lawns, and sidewalks at and adjacent to the Project Site as provided in the Contract Documents, creates a nuisance, causes or contributes to water or air pollution, creates a health hazard, or violates Applicable Laws, the City may implement the corrective action it deems appropriate and the reasonable cost of performing the corrective action shall be charged to Contractor and the cost adjusted accordingly or, at City's option, paid by Contractor to City. City shall have the right to allocate the reasonable cost of the corrective action among any or all entities performing Work on Site on a pro rata basis. If the unpaid balance of the cost is insufficient to pay the full cost of the corrective action performed by City on behalf of Contractor, then Contractor shall pay the difference to City upon written demand.

12.24.23 **Access to Work.** Contractor shall provide the City and all authorities with jurisdiction over the Project with safe and reasonable access to the Work in preparation and progress wherever located.

ARTICLE 13
TERMINATION OF AGREEMENT

13.1. **By City for Convenience:** The City may terminate, for the City's convenience, and without cause, performance of Work under this Agreement, in whole or in part by, giving a written Notice of Cancellation to the Contractor and its Surety at least ten (10) calendar days prior to the effective date of such termination. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination will not be deemed a breach of this Agreement and may be issued without cause. Upon such Notice of Termination, the Contractor shall be entitled to receive only costs incurred as of the date of the Notice of Termination, as further provided below. The Contractor shall immediately provide the City with all

drawings, plans and specifications, and any and all other documentation related to the Project, which delivery shall be a condition precedent to City's payment to Contractor under this Section. Upon payment thereof, the City will have no further obligation or liability to the Contractor under this Agreement. The Contractor shall not be entitled to any other compensation under this Agreement.

13.2. In the event of termination by City, the Contractor will be paid for all labor performed, all materials and equipment furnished by the Contractor and its subcontractors, material men and suppliers and manufacturers of equipment less all authorized partial payments made prior to the date of cancellation. Specific work shall be paid for as follows:

13.2.1. The value of all items of work completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown) satisfactory to the Contract Administrator.

13.2.2. The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the site or irrevocably ordered prior to the date of receipt of the Notice of Cancellation. Said irrevocably ordered materials or equipment must be actually delivered to a City as designated by the Contract Administrator prior to payment being authorized. City may opt to pay restocking fees for materials and equipment delivered to the Project site that can be returned.

13.2.3. Items from the Schedule of Values or unit price items which are partially completed will be paid as specified below in this Section. In the event of termination or under this Section, the Contractor shall not be entitled to any anticipated profits or for extended general conditions, for any work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Agreement will be considered, nor shall the Contractor be entitled to any consequential damages.

13.2.4. City shall have the right to cancel those portions of the Agreement relating to the Work of any item provided for therein. Where that portion of the Work contains completed payment items as called out in the Schedule of Values or unit price items which have been completed, they will be paid for as specified above in this Section. Where items of work are not complete the Contractor will be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but, as above, no allowance will be made for future anticipated profits on the balance of such work.

13.3. By the City for Cause: If the Contractor fails to begin the Work under the Agreement within the time specified; or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work; or

performs the Work unsatisfactorily; or neglects or refuses to remove materials or to perform anew such Work as shall be rejected as defective and unsuitable; or shall discontinue the prosecution of the Work; or shall become insolvent or be declared bankrupt; or shall commit any act of bankruptcy or insolvency; or shall make an assignment for the benefit of creditors; or from any other cause whatsoever shall not carry on the Work in an acceptable manner; or otherwise fails to comply with any term or provision of this Agreement then, in addition to any other right specified herein or held by the City, the Contract Administrator may declare the Contractor in default and shall give notice, in writing, to the Contractor and to its Surety, of such default, specifying the conditions pertaining thereto and directing the Contractor to correct same. This notification shall be a formal Notice to Cure provided to the Contractor and its Surety by Certified mail or FedEx.

13.4. If the Contractor or the Surety does not react and correct such conditions or fails to provide to the Contract Administrator an acceptable plan of action for correction of same within a period of five (5) days after receipt of such notice to cure, the City Manager shall, upon written certificate from the Contract Administrator reciting the facts of such default and the failure of the Contractor to comply with the directions given in such Notice to Cure, provide the Contractor and its surety with a formal Notice of Default by certified mail and shall have full power and authority three (3) days after receipt of the certified Notice of Default, without violating the Agreement, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials or equipment on site as may be suitable and acceptable, to enter into an Agreement with another Contractor for the completion of the Project, or to use such other methods as, in the opinion of the City Manager, shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the City, together with all costs of completing the Work under contract, shall be deducted from any moneys due, or which may become due, to the Contractor. In the event that the expense so incurred by the City shall be less than the sum which would have been payable under the Agreement if the Work had been completed by the Contractor, the Contractor shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented. In case such expense shall exceed the sum which would have been payable under the Agreement, the Contractor and the Surety shall be liable and shall pay to the City the amount of such excess.

13.5. Nothing contained herein shall limit the availability of any other remedy the City may have in the event of a default, whether such remedy arises by contract or by operation of law, and the choice by the City to proceed with one remedy shall not limit the ability of the City to pursue additional remedies.

SUSPENSION BY THE CITY FOR CONVENIENCE

13.6. The City may, at the City's convenience and without cause, order Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as the City may determine. If the City suspends, delays or interrupts the Work for the City's

convenience, the City shall pay to Contractor the actual cost of such suspension, delay, or interruption, as documented by Contractor to the satisfaction of the City and a time extension may be granted the period of such suspension, delay, or interruption plus a reasonable period for re-mobilization. No adjustment shall be made, in the City's sole discretion, to the extent:

13.6.1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible in whole or in part; or

13.6.2. That an equitable adjustment is made under another provision of the Contract Documents.

13.7. If the Project is suspended by the City for more than one hundred twenty (120) consecutive Calendar Days, Contractor shall be compensated for Work performed prior to notice of such suspension. When the Project is resumed, Contractor's compensation shall be equitably adjusted to provide reimbursement for actual costs incurred in the interruption and resumption of Contractor's Work.

UNFINISHED OR INCOMPLETE WORK.

13.8. If at any time before Final Completion of the Project the Contract Administrator finds there is unmanned or unfinished or incomplete Work, or Work delay or Work stoppages, it shall notify the Contractor in writing to finish or complete the Work at its expense forthwith using whatever labor, materials and equipment necessary to perform the Work in accordance with the Plans and Specifications.

13.9. When the activity duration for any items shown on the approved baseline construction progress schedule submitted exceed fifty percent (50%) of the duration days indicated on the schedule, or if the Contract Administrator otherwise determines that the Work is not progressing in a timely manner towards completion, and the Contractor fails to make good for any of the above Work as specified, the Contract Administrator shall give notice to the Contractor, in writing, specifying the conditions pertaining thereto and directing the Contractor to perform the Work. If the Contractor shall not begin to correct such conditions within five (5) days of such notice, it shall be sufficient grounds for the Contract Administrator to place the Contractor in default and notify its Surety of same.

PROJECT SUSPENSION OR AMENDMENT

13.10. If the Project is suspended for the convenience of the City for more than six (6) months, or abandoned in whole or in part for the convenience of the City under any Phase, the City shall give seven (7) days' notice to the Contractor of such Project abandonment or suspension. If it is known that the Project is to be suspended for less than six (6) months, then the Contractor shall remain on the Project under this Agreement and compensated as

agreed by Contractor and the City for direct labor, equipment and materials, and rates for overhead and profit as applicable for extra work. The City will not be liable for stand-by, overhead cost for work or services not performed or not yet required to be performed, or any other costs direct or indirect, that the Contractor may incur outside of any direct costs associated with this Project. If the Project is to be suspended for the convenience of the City for more than six (6) months, or abandoned in whole or in part for the convenience of the City during any Phase, the Contractor shall be paid for work which was performed prior to such suspension or abandonment, and any specific work as directed by the City to secure and/or abandon the work, and the City shall have no further obligation or liability to the Contractor under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Contractor's compensation to complete the Project may be renegotiated due to the suspension delay, but the City will have no obligation to complete the Project under this Agreement and may hire or contract with another Contractor to complete the Project. The City will have no further obligation or liability to the Contractor.

ARTICLE 14
ASSIGNMENT OF AGREEMENT

14.1. The City and Contractor bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

ARTICLE 15
DISPUTE RESOLUTION

15.1. To attempt to prevent all disputes and litigation, it is agreed by the parties hereto that the Contract Administrator or their designee shall first decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents, and Contract Administrator's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Section. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of City and Contractor shall be submitted to Contract Administrator in writing within ten (10) calendar days of the discovery of the occurrence. Unless a different period of time is set forth herein, Contract Administrator shall notify Contractor in writing of the decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Contract Administrator requires additional time

to gather information or allow the parties to provide additional information. All nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor and City shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

15.2. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within twenty-one (21) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any contract price or contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after receipt of written determination as provided in this Section, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to avoid litigation. The mediator shall be mutually agreed upon by the parties. The mediation shall be non-binding.

15.3. Pending final resolution of a claim, including mediation, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract Documents.

15.4. Any mediator used shall be certified in accordance with Florida law. Mediation will be conducted in Okaloosa County unless otherwise agreed.

ARTICLE 16
CHANGED OR ADDITIONAL WORK

16.1. In the case of any required additional Work required and directed by City, by the Florida Department of Transportation, or by any other entity with lawful authority to impose such requirement, the City shall issue written authorizations to proceed to the Contractor for the added Work to be performed. In case of emergency, the City reserves the right to issue oral authorizations to the Contractor. The written confirmation shall follow in a reasonable time thereafter.

16.2. The Contract Administrator shall act on behalf of City in all matters pertaining to this Contract as authorized by City and shall issue written authorizations to proceed to the Contractor for any approved changed or additional Work to be performed hereunder. These authorizations are referred to as Change Orders. In case of emergency, the City reserves the right to issue oral authorizations to the Contractor with the understanding that written confirmation to proceed shall follow immediately thereafter. Change Orders that require

approval by the City Council are not binding and effective until approved by the City Council.

ARTICLE 17
OWNERSHIP AND RE-USE OF DOCUMENTS

17.1. All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, plans, specifications and any other documents and copyrights thereto for Work performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Contractor or owned by a third party and licensed to the Contractor for use and reproduction, shall become the property of the City. Contractor shall not disclose, release, or make available any document to any third party, without prior written approval from the City. The Contractor shall warrant to the City that it has been granted a license to use and reproduce any copyrighted standard details and designs owned by a third party and used or reproduced by the Contractor in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

17.2. If the City elects to re-use the Plans and Specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the City's sole risk and holds the Contractor harmless for any liability arising out of any reuse of documents.

17.3. The Contractor shall bind all subconsultants and subcontractors to the Agreement requirements for re-use of Plans and Specifications.

17.4. All notes, correspondence, documents, designs, drawings, renderings, calculations, specification, models, photographs, reports, surveys, investigations, computer files, plans and specifications, that have "read" and "write" capability, data and any other documents and copyrights thereto for Work performed or produced in the performance of this Agreement, and paid for by the City, whether in paper or other hard copy medium, or in electronic medium, shall become the property of the City. The Contractor shall not disclose, release, or make available any document to any third party without written approval from City. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

ARTICLE 18
MISCELLANEOUS

18.1. Remedies. The parties agree that all claims, counter-claims, disputes and other matters in question between the City and Contractor arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted

according to the law of the State of Florida.

18.2. Defective Pricing. Contractor and warrants to City that cost and pricing data submitted for evaluation with respect to negotiated agreements, lower tier subagreements, and change orders is based on current, accurate, and complete data supported by their books and records. If the City determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and the Agreement shall be modified in writing to reflect such action.

18.3. **Contingent Fees**. Contractor warrants to City that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

18.4. Gratuities. If the City finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the City in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the City may, by written notice to the Contractor, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides.

18.5. Contractor shall retain all records relating to this Agreement and the Work performed for a period of ten (10) years after its termination.

18.6. Force Majeure. For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The Contractor shall not be liable for any delays due to a Force Majeure event, provided that Contractor verbally notifies the City within 48 hours of such Force Majeure event and provides the City written notice that includes justification for extension of the Agreement within 10 days of such force majeure event. Such events of Force Majeure will be considered under the Change Order provisions of the Agreement.

18.7. Time Extensions and Delay. Where the progress of the Contractor is delayed, and such delay is beyond the control of the Contractor, and if such delay affects the critical path of the Project, based on the approved Project schedule, Contractor shall, within five (5) days of the start of the delay, notify the Contract Administrator in writing of the delay and, if justified, requesting an extension of the contract time. Said notice shall specifically detail the nature and cause of the delay, and shall include sufficient, credible and complete documentation to include, but not limited to, approved schedules and analysis to allow the Contract Administrator to evaluate the impact of the delay on the Contractor's schedule critical path. If the Contract Administrator finds that the delay is beyond the control of the Contractor and affects the schedule critical path of the Project, based on the approved base line Project schedule the Contract Administrator will grant the Contractor a non-compensable time extension as approved by the Contract Administrator.

18.8. Proper and timely notification to the Contract Administrator of the delay, as provided for above, is a condition precedent to any obligation on the part of the City to grant a non-compensable time extension and/or associated change order, and the failure of the Contractor to properly and timely render such notice shall serve as a bar on the maintenance or litigation of any claim related for additional time arising out of the delay and shall serve as a waiver by the Contractor of any and all such claims.

18.9. A non-compensable time extension shall be the sole remedy available to the Contractor for delays beyond the control of the Contractor. **UNLESS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL A CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.** The Contractor shall not be entitled to an increase in the contract sum of payment of compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor as available in law through a court of competent jurisdiction for hindrances of delays caused solely by the bad faith, fraud, or active interference of the City or its agents. Otherwise, the Contractor shall be entitled only to non-compensable extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. The specific application of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Twenty-Five Dollars ($25.00) of Contractor's fee is acknowledged as separate and independent consideration for the covenants contained in this Article.

18.10. If the Contractor contends that it is entitled to a compensable time extension the Contractor shall within three (3) days of the start of the action alleged to furnish justification for the

compensable time extension, notify the Contract Administrator in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the City which renders this delay compensable, and shall include sufficient and credible documentation, to include but not limited to approved schedules, to allow the City's Representative to evaluate the impact of the delay on the Contractor's critical path. **Proper and timely notification to the Contract Administrator of the delay, as provided above, is a condition precedent to any obligation on the part of the City to grant a compensable time extension, and failure of the Contractor to properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages, arising out of the delay and serve as a waiver by the Contractor of any and all such claims**.

18.11. The Contractor shall maintain for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the City as to any compensable time extension. For each day for which said, confirmed, records are lacking, the City shall have no obligation to the Contractor as to extra time or compensation, and the lack of such records shall preclude the Contractor from maintaining any action for damages of any sort or extra time with respect to such delay.

18.12. In the event the Contract Administrator shall grant any time extension, the Contactor shall submit a revised schedule; said revised schedule shall reflect all delays which previously impacted the work, including delays as may have been caused by the Contractor, and will reflect all time extensions granted to the date of the revised schedule.

18.13. Where a delay for which the Contractor would be entitled to compensation occurs concurrently with a delay for which the Contractor would not be entitled to any time extension, the Contractor shall be entitled to no compensation for the period of such concurrent delay.

18.14. The Contractor shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the City, except insofar as the Contractor may be due liquidated damages for delay due to the Contractor pursuant to this Article, and this Article shall be the sole vehicle for recovery of the following items:

- **a.** Home office expenses of any direct costs allocated from the headquarters of the Contractor.
- **b.** Loss of anticipated profits on this or any other project.
- **c.** Loss of bonding capacity.
- **d.** Losses due to projects not bid on.
- **e.** Loss of business opportunities.
- **f.** Loss of productivity on this or another project.

g. Loss of interest on funds not paid.
h. Costs to prepare, negotiate, or prosecute claims.
i. Costs spent to achieve compliance with Applicable Laws.
j. Increased binding or insurance costs.
k. Loss of efficiency.
l. Acceleration costs.
m. Loss of opportunity.
n. All other indirect costs not listed herein.

18.15. Site Conditions. The City makes no representations or warranties as to Site conditions, including but not limited to the nature or amount of any kind of soil material, the location of any onsite utilities or structures, the fitness of any material for use as fill, or the amount of water to be expected. Any information provided herein relating to Site conditions is provided as advisory only and is the City's best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the City, and that the City cannot guarantee that the Contractor will encounter Site conditions similar to those observed by the City. The Contractor shall, prior to beginning design and construction activities, make whatever Site investigations the Contractor deems diligent or prudent, and shall take into account all Site conditions which are known to the Contractor, or which could be known to the Contractor with reasonable, diligent, investigation, in planning or executing the work.

18.16. No equitable adjustment to the Contract shall be allowed for Contractor and no change to Contract Price or Contract Time, in the event that during the course of the Work Contractor encounters an existing condition that was not shown on the Contract Documents; or subsurface or concealed conditions at the Site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents.

18.17. Notice of Potential Claim. The Contractor will not be entitled to additional compensation otherwise payable for any act or failure to act by the City, the happening of any event or occurrence, or any other cause, unless he shall have given the City a written notice of potential claim therefore as specified in this Section. The Contractor understands and agrees that the filing of a notice of potential claim in accordance with this article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the City and that the failure of the Contractor to strictly comply is deemed a waiver of all claims.

18.18. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost

impacts resulting thereof. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the City, such notice shall be given to the City's Representative prior to the time that the Contractor has started performance of work giving rise to the potential claim for additional compensation.

It is the intention of this Article, that differences between the parties arising under and by virtue of the Agreement shall be brought to the attention of the Contract Administrator at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

The notice requirements of this Section are in addition to those required in other Section of this Agreement.

The Contractor shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the City's rejection of the claim.

If the City decides to pay all or part of a claim for which notice was not timely made, the City does not waive the right to enforce the notice requirements in connection with any other claim.

18.19. Inspection and Testing Materials. The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The Contractor shall submit such samples or such special or test pieces of materials as the Contract Administrator may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not Specification requirements are met shall be borne by the Contractor. The Contractor shall not incorporate any material or finished article into the Work until the results of the inspections or tests are known and he has been notified by the Contract Administrator that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the Contract Administrator shall be promptly removed from the site of the work.

18.20. Contractor's Compliance with Florida Public Records Law. To the extent that **Contractor** is acting on behalf of the City, as provided under Section 119.011(2), Florida Statutes, this Agreement shall be subject to Florida Public Records Law including, without limitation, Chapter 119, Florida Statutes, as same may be amended from time to time.

As required pursuant to Section 119.0701, Florida Statutes, Contractor shall comply with public records law, specifically to:

a. keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

b. provide the public with access to public records on the same terms and conditions that the public agency 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; and,

d. meet all requirements for retaining public records and transfer, at no cost, to the public agency 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 public agency in a format that is compatible with the information technology systems of the public agency.

e. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF DESTIN, (850) 837-4242, RBAILEY@CITYOFDESTIN.COM**

18.21. Contractor's failure to comply with this Section, or to comply with a public records request brought pursuant to this Section or in accordance with the following procedures may be deemed by the City to be an event of default under this Agreement:

a. A request to inspect or copy public records relating to a city contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Contractor of the request, and Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

b. If Contractor does not comply with the City's request for records, the City shall enforce these Contract provisions in accordance with the Contract.

A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

CITY OF DESTIN, FLORIDA

By: _____ 6/11/2024

ATTEST:

By: _____ (SEAL) 6/11/24

Clerk of the City of Destin, Florida

APPROVED AS TO FORM AND LEGALITY

_____

City Attorney, City of Destin, Florida

Kimberly Romano Kopp, Esq.

CONTRACTOR

By: _____

Printed Name: Mario E. Acevedo

Title: Vice President

EXHIBIT A **REQUIRED FORMS EXECUTED BY CONTRACTOR**

1. **Anti-Collusion Affidavit**
2. **Anti-Lobbying Certification**
3. **Conflict of Interest Form**
4. **Confirmation of Drug-Free Workplace**
5. **Federal E-Verify Compliance Certification**
6. **Procurement Code Acknowledgment ITB**
7. **Public Entities Crimes Affidavit**
8. **Truth in Negotiation Certification**

EXHIBIT B **CONTRACT CLAUSES FOR FEDERALLY FUNDED PROJECTS**

EXHIBIT C **COST OF WORK/SCHEDULE OF VALUES**

APPENDICES

APPENDIX I **CITY'S REQUEST FOR PROPOSALS RFP NO. 24-01-ENG, PHASE I UTILITY UNDERGROUND CONVERSION**

APPENDIX II **CONTRACTOR'S PROPOSAL SUBMITTED IN RESPONSE TO CITY'S RFP NO. 24-01-ENG**

Exhibit "A"
1

ANTI-COLLUSION AFFIDAVIT

Being first duly sworn deposes and says that:

1. He is the authorized representative of (Company) Accurate Drilling Systems, Inc.'s attached submittal;

2. He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such respondent;

3. Such submittal is genuine and is not collusive or sham bid;

4. Neither the said respondent, nor any of its officers, partners, owners agents, representatives, employees or patties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham submittal in connection with the contract for which the attached submittal has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other respondent, firm or person to fix any overhead, profit, or cost element of the submittal price of any other respondent to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against City of Destin, or any person interested in the proposed contract; and

5. The submittal in the attached is fair and proper and is not contained by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Legal Name of Respondent: Accurate Drilling Systems Inc

Authorized Signature: _____

Name (print or type): Mario E Acevedo Giron

Title: Vice President

Florida Notary Acknowledgement
STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of June, by Mario Acevedo (Name) as Vice President (type of authority, e.g. officer, trustee, attorney in fact) for ADS Inc (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public – State of Florida

Elvis Torres
Print, Type, or Stamp Commissioned Name of Notary Public

Produced Identification
Personally Known OR Produced Identification

driver's license
Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA

ELVIS TORRES
Commission # HH 253587
Expires April 17, 2026

Exhibit "A"
2

CERTIFICATION REGARDING LOBBYING

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

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

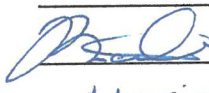
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall ce1tify and disclose accordingly.

This ce1tification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this ce1tification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required ce1tification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Company: Accurate Drilling Systems, Inc.

Legal Name of Respondent: Mario E Acevedo

Authorized Signature: 

Name (print or type): Mario E Acevedo Giron

Title: Vice President

CITY OF DESTIN CONFLICT OF INTEREST DISCLOSURE FORM

Project: Utilities Underground Conversion Phase I

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of Destin. Fulthermore, all respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any duty or responsibility. The bias such conflicts could conceivable impart may inappropriately affect the goals and policies of City as well as statutory requirements for fair and open procurement of goods and services.

The mere appearance of a conflict may be as serious and potentially damaging as an actual breach of public trust. Repolts of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

Please check one of the following statements and attach necessary documents if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or propelty interest for this project.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or propelty interest for this project.

Legal Name of Respondent: Accurate Drilling Systems Inc

Authorized Signature: [signature]

Name (print or type): Mario E Acevedo Giron

Title: Vice President

Exhibit "A"
4

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with the requirements set forth within

Project: Utility Underground Conversion Phase I Dated: 6/10/2024

hereby certifies that (Company) Accurate Drilling Systems, Inc does:

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 proposed 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 contender to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

Legal Name of Respondent: Accurate Drilling Systems, Inc.

Authorized Signature: 

Name (print or type): Mario Acevedo

Title: Vice President

Exhibit "A"

5

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the City upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

Mario Acevedo, Vice President Accurate Drilling Systems, Inc. Legal Name of Respondent	6/5/2024 Date
Authorized Signature	Vice President Title
Accurate Drilling Systems, Inc. Company	863-674-0803 Phone No.
P. O Box 3035 Street Address	863-674-0912 Fax No.
LaBelle FL 33975 City, State, Zip	ace@accuratedrilling.com Email

ACKNOWLEDGMENT FORM

As written in the City of Destin's Purchasing Manual, the following criteria will be used for determining the lowest, best responsive, responsible bidder:

- 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 the service promptly or within the time specified, without delay.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality and timeliness of the performance of previous contracts or services with the City and with other entities.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- The sufficiency of the bidder's financial resources and ability of the bidder to perform the contract or provide the service.
- The quality, availability and adaptability of the commodity or contractual service to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract and the associated maintenance cost.
- The number and scope of conditions or exceptions attached to the bid.
- The best interest of the City in relation to standardizing the brand of certain equipment purchased, where standardizing can achieve certain operational efficiencies and cost savings.
- Life cycle costs.

The above criteria will be used by the City's Bid Committee to evaluate all bids. Please acknowledge your understanding of the above evaluation criteria.

Legal Name of Respondent: Accurate Drilling Systems Inc

Authorized Signature: 

Name (Print or Type): Mario E Acevedo Giron

Title: Vice President

Exhibit "A"
7

PUBLIC ENTITIES CRIMES AFFIDAVIT

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 a proposal to the Human Services Department.

2. This sworn statement submitted by Accurate Drilling Systems, Inc.
(Name of entity submitting sworn statement)
whose business address is PO Box 3035 Labelle, FL 33975.
and (if applicable) its Federal Employer Identification Number is 59-3456452.

3. My name is Mario Acevedo and my relationship to the entity
(Print name of individual signing)
Named above is Vice President, Accurate Drilling Systems, Inc.

4. I understand that a "public entity crime" as defined in paragraph 287.133(1)(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 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 an 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(1)(b), Florida Statutes means a 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 record relating to charges brought by indictment or information after July 1989, because 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 public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been 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 any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the 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 the management of an entity.

PUBLIC ENTITIES CRIMES AFFIDAVIT (CONTINUED),

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

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

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, AND
(Indicate which additional statement below applies).

☐ There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. *(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 the 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 attach a written description of an action taken by or pending with the Department of General Services).

Mario Acevedo
Legal Name of Respondent

6/10/2024
Date

Authorized Signature

Vice President
Title

Florida Notary Acknowledgment
STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of Jun, 2024, by Mario Acevedo (Name) as Vice President (type of authority, e.g. officer, trustee, attorney in fact) for ADS Inc. (name of party on behalf of whom instrument was executed).

Signature of Notary Public - State of Florida

ELVIS TORRES
Print, Type, or Stamp Commissioned Name of Notary Public

Produced Identification
Personally Known OR Produced Identification

Driver's license
Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA

ELVIS TORRES
Commission # HH 253587
Expires April 17, 2026

Exhibit "A"

8

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Destin (City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advel tisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (I) year following the end of the contract. For purposes of this celtificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Legal Name of Respondent: Accurate Drilling Systems Inc

Authorized Signature: 

Name (Print or Type): Mario E Acevedo Giron

Title: Vice President

EXHIBIT B
CONTRACT CLAUSES FOR FEDERALLY FUNDED PROJECTS

This Exhibit B is incorporated by this reference into the Agreement between Contractor and City (hereafter collectively the "Contract") and shall be applicable to Work performed under the Contract that is funded in whole or in part through Federal programs, including but not limited to Federal Emergency Management Agency ("FEMA") grants, and disaster mitigation and reimbursement programs. To the extent of any conflict between the Contract clauses set forth in this Exhibit B and other clauses set forth in the Contract, the clauses of this Exhibit B shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the Contract.

1. **Equal Employment Opportunity.**
   a. **Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation**. Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

   b. **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623, Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age.

   c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

2. **Compliance with the Copeland "Anti-Kickback" Act.**
   a. **Applicability**. This section applies to all contracts and subcontracts in excess of $2,000 for construction or repair.

   b. **Contractor.** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, Contractor is prohibited from inducing, by any means, any

person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he or she is otherwise entitled.

c. **Subcontracts.** Contractor or Subcontractor shall insert in any subcontracts the clause above and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.

d. **Breach.** A breach of the Contract clauses in subsections (b) and (c) above may be grounds for termination of the Contract, and for debarment as a contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act.

a. **Applicability.** This section applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. **Overtime Requirements.** No Contractor or Subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) of this section Contractor and any Subcontractor responsible, therefore, shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. **Health and Safety Standards.** Pursuant to 40 U.S.C. § 3704, no contractor or Subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. **Withholding for unpaid wages and liquidated damages**. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

f. **Subcontracts.** Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (f) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor with the clauses set forth in paragraphs (b) through (f) of this section.

4. Environmental Compliance.

a. Contractor agrees to comply with all applicable standards, orders, regulations, or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Contractor further agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Debarment and Suspension Regulations

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) or listed on the Office of Federal Contract Compliance ("OFCC") debarment list. If the status verified hereunder changes during the term of this Contract, or at any time prior to Final Completion, Contractor shall immediately notify City.

b. Contractor must at all times throughout the period of any Contract comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. By executing the Contract, Contractor certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.

6. Compliance with Uniform Administrative Requirements.

a. **Domestic Preferences (2 C.F.R. pt 200.322).** As appropriate and to the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Contractor further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. Contractor will comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

c. Contractor will comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

7. Compliance with the Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Access to Records.

The following access to records requirements apply to this Contract:

a. Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Contractor agrees to provide the FEMA Administrator or his/her authorized representatives' access to construction or other work sites pertaining to the Work being completed under the Contract.

d. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Procurement of Recovered Materials.

a. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

10. DHS Seal, Logo, and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. Compliance with Federal Law, Regulations, and Executive Orders.

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the Work. The Contractor will comply will all applicable federal laws,

regulations, executive orders, DHS and/or FEMA policies, procedures, requirements and directives.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

13. Fraud and False or Fraudulent or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

14. DHS Seal, Logo, and Flags.

Contractor shall not use the Department of Homeland Security's ("DHS") or FEMA's or City's seal(s), logos, crests, or reproductions of flags or likenesses of any DHS agency officials without specific FEMA or City's prior written approval.

15. Compliance with the Davis-Bacon Act, (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

a. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. If applicable, in accordance with the statute, the Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor must pay wages not less than once a week.

Price Proposal/Schedule-of-Values
City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS	$80,000.00	$80,000.00
101-1	Mobilization	1	LS	$150,000.00	$150,000.00
102-1	Maintenance of Traffic	1	LS	$275,000.00	$275,000.00
				SUBTOTAL	**$505,000.00**
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF	$3.00	$16,500.00
110-1-1	Clearing & Grubbing	1	LS	$150,000.00	$150,000.00
120-6	Sidewalk Restoration	12,000	SF	$26.00	$312,000.00
				SUBTOTAL	**$478,500.00**
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF	$20.00	$98,000.00
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF	$24.00	$96,000.00
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF	$28.00	$939,400.00
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF	$32.00	$3,200.00
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF	$36.00	$594,000.00
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF	$34.35	$1,040,805.00
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF	$22.85	$415,298.75
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA	$3,500.00	$52,500.00
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA	$1,400.00	$98,000.00
FPL -635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA	$700.00	$38,500.00
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF	$8.00	$288,000.00
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF	$5.85	$1,129,050.00
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF	$6.00	$114,000.00
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA	$4,000.00	$216,000.00
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA	$1,575.00	$100,800.00
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA	$2,000.00	$40,000.00
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA	$2,175.00	$28,275.00
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA	$4,000.00	$16,000.00
FPL - PED-1	FPL 3-Phase Pedestals	14	EA	$1,000.00	$14,000.00
FPL-635-WH-1	FPL Meter Box Connections	275	EA	$400.00	$110,000.00
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA	$600.00	$165,000.00
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA	$900.00	$139,500.00
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA	$400.00	$50,400.00
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA	$500.00	$42,500.00
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA	$1,500.00	$450,000.00
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA	$1,300.00	$71,500.00
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS	$250,000.00	$250,000.00
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS	$160,000.00	$160,000.00
				SUBTOTAL	**$6,760,728.75**
IV. CARRIERS	**OPTIONAL BID ITEMS**				
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF	$32.00	$592,000.00
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF	$28.75	$488,750.00
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF	$28.75	$488,750.00
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF	$2.50	$46,250.00
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF	$4.00	$74,000.00
CARRIER-COORD	COORDINATION	1	LS	$40,000.00	$40,000.00
BOND-001	BONDING OPTIONAL ITEMS	1	LS	$40,000.00	$40,000.00
				SUBTOTAL	**$1,769,750.00**
V. CARRIERS	**FPL STREETLIGHT INFRASTRUCTURE**				
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF	$20.00	$640,000.00
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF	$5.00	$160,000.00
FPL-SL-SB	Install 24"x16" Splice Box	150	EA	$400.00	$60,000.00
FPL-SL-COORD	COORDINATION	1	LS	$40,000.00	$40,000.00
				SUBTOTAL	**$900,000.00**
VI. BOND					
BOND-001	BONDING	1	LS	$100,000.00	$100,000.00
				SUBTOTAL	**$100,000.00**

SUMMARY	
I. GENERAL	**$505,000.00**
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK	**$478,500.00**
III. FPL INFRASTRUCTURE	**$6,760,728.75**
IV. CARRIERS	**$1,769,750.00**
V. FPL STREETLIGHT INFRASTRUCTURE	**$900,000.00**
VI. BOND	**$100,000.00**
SUBTOTAL	**$10,513,978.75**
AWARD: Base Bid Total =	**$10,513,978.75**

THOUSAND, NINE HUNDRED SEVENTY-EIGHT DOLLARS AND SEVENTYSEVENTY-FIVE CENTS.

$

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS

RFP NO. 24-01-ENG

PHASE I UTILITY UNDERGROUND CONVERSION

City of Destin, Florida

January 23rd, 2024

1/23/2024

Louis Zunguze, Interim City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS #24-01-ENG OVERVIEW

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

RFP #24-01-ENG FOR
PHASE 1 UTILITY UNDERGROUND CONVERSION

Proposal Due Date:
THURSDAY, FEBRUARY 22, 2024, prior to 2:00 p.m. (CST)

Proposals shall be delivered no later than 2:00 p.m. Central Standard Time (CST) on Thursday, February 22, 2024, to the City Clerk, Rey Bailey, at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541.

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

GENERAL PROJECT DESCRIPTION

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

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

COMMUNICATIONS AND INQUIRIES

Questions or requests for clarification regarding this Request for Proposals (RFP) must be submitted via email to Rbailey@cityofdestin.com by 4:00 p.m. (CST), Thursday, February 8, 2024. Responses to questions or requests for clarification will be made pursuant to written addenda to this RFP.

SCHEDULE OF EVENTS

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

Release of RFP	January 23, 2024
Deadline for questions	February 8, 2024, by 4:00 p.m. (CST)
Proposal due date	February 22, 2024, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	March 7, 2024
City Council Meeting Ranking Approval	March 18, 2024
City Council Meeting Contract Award	TBD

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS
24-01-ENG Phase 1 Utility Underground Conversion

Sealed proposals must be received at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541, **THURSDAY, FEBRUARY 22, 2024, prior to 2:00 p.m. (CST).** At that time, the City will publicly open all timely submitted proposals for the sole purpose of recording the names of the contractors submitting proposals. Proposals received after the scheduled time for opening will not be considered but can be claimed by the Contractor within ten (10) calendar days of the opening. After that time, the City reserves the right to destroy the late proposal in accordance with applicable law.

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

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

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

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

1. INTRODUCTION AND INTENT

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

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

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

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

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

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

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

2. RFP SCHEDULE

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

RFP Schedule

Release of RFP	January 23, 2024
Deadline for questions	February 8, 2024, by 4:00 p.m. (CST)
Proposal due date	February 22, 2024, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	March 7, 2024
City Council Meeting Ranking Approval	March 18, 2024
City Council Meeting Awarding Bid	TBD

3. PROJECT OVERVIEW

3.1 Project Scope

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

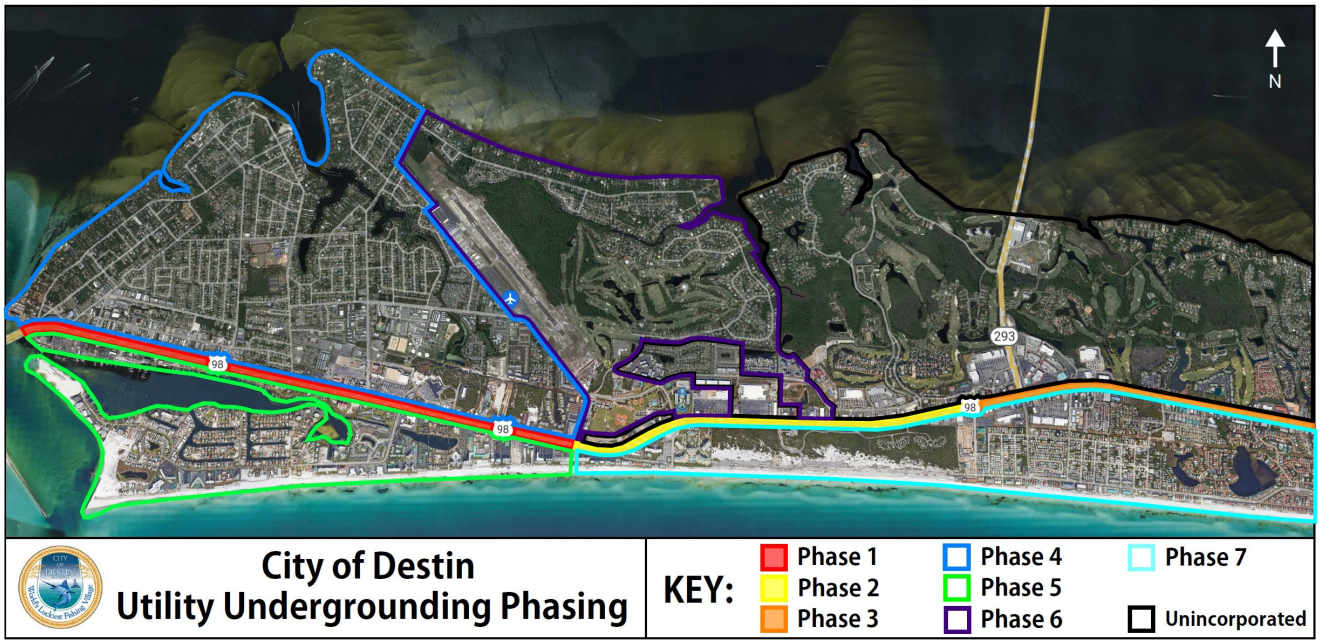
The Contractor shall be experienced and able to perform all aspects of this undergrounding project in accordance with all applicable rules, regulations and utilizing experience on similar type projects. Additionally, the Contractor shall construct, and as-built all work as part of this project, understand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

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

3.1.1. Project Phases

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

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



3.1.2. Florida Power and Light Company

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

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

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

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

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

3.1.3. Century Link

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

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

3.1.4. Cox Communication

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

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

3.1.5. UnitFiber

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

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

3.1.6. Street Lighting

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

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

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

3.2 Project Coordination and Communication

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

3.3 Project Schedule

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

4. PROCESS

4.1 Authorized City Representative / Submission of Proposal

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

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

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

4.2 Contractor Communication and/or Inquiries

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

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

submitted via email and received by the City Clerk on or before **February 8, 2024, by 4:00 p.m. (CST)** (the "Inquiry Deadline Date").

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

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

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

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

4.3 Addenda

The City Clerk or designee will distribute any addenda.

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

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

4.4 Delivery and Labeling of Sealed Proposals

The Contractor's proposal to this competitive solicitation shall be prepared in accordance with Section 5 "Proposal Requirements". The Contractor's sealed proposal must be received by the City Clerk on or before **THURSDAY, FEBRUARY 22, 2024, prior to 2:00 p.m. (CST)** (the "Proposal Due Date") according to the time clock at the City. A Contractor may not submit a proposal via telephone, facsimile, or electronic mail.

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

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

No proposal may be withdrawn after the Proposal Due Date.

4.5 Economy of Presentation

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

4.6 Proposals Must be in Ink or Typed

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

4.7 Contractor's Signature

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

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

4.8 Complete Proposals Required

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

4.9 Use of Forms

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

4.10 Errors or Omissions; Inconsistent Proposals

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

4.11 Proposal Validity Period

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

4.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. CST on THURSDAY, FEBRUARY 22, 2024**, to the City Clerk at the address stated in Section 4.1. At that time, the City Clerk (or designee) will publicly open all timely submitted proposals for the sole purpose of recording the names of the Contractors submitting proposals at the designated place.

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

4.13 Government in the Sunshine; Public Records

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

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

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

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

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

5.0 PROPOSAL REQUIREMENTS

5.1. Required Proposal Format

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

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

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

5.2 Proposal Requirements

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

5.2.1. Minimum Requirements for Eligibility

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

- Contractor and their subs must meet all State required certifications and/or licensing required to engage in the performance of all related activities for the underground conversion project.

- Contractor and its sub-contractors must have performed, familiar with FPL underground conversion project requirements, and in good standing with FPL. Contractor must prove they maintain thorough understanding and experience with conversion of overhead facilities to underground, preferably with similar coastal projects.

The proposals should include the following:

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

- Summarize the Contractor's understanding of the Project, its commitment to perform the Services, the number of years of experience in the field of construction services, and its statement of belief as to why it is the best qualified Contractor to provide services relating to an underground conversion. An authorized agent must sign the Letter of Interest indicating title or authority.

- The Letter of Interest shall also include, but not be limited to the following:

    - Identification of the Contractor's name, point of contact name, address, phone number and email Specify who will be the Contractor's signatory to any contract documents executed with the City.

    - An affirmation that any required business licenses required for the Project have been obtained and the Contractor and all assigned key staff are properly licensed to practice in the State of Florida.

    - Provide a list and brief summary of specific FPL underground conversion projects you have been involved with and what role you performed.

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

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

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

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

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

- Contractor's familiarity with working on FPL underground conversion projects as it relates to the involved communication companies, your coordination efforts, and your ability to schedule that portion of the work in a timely manner to ensure their facilities can be successfully completed on schedule and ahead of the FPL wreck-out. Include the carriers you have worked with and your approach. **(Limit response to a maximum of three (3) pages)**

- Contractor's familiarity with identifying, protecting and working around existing utilities. **(Limit response to a maximum of five (3) pages)**

- Provide a minimum of three (3) underground conversion projects performed within the past five (5) years that included FPL and provide any similarities that may relate to our city project. **(Limit response to maximum of two (2) pages per project)**

  - For each project include:

    a) Name and location of the project;
    b) Size and cost of the project;
    c) Project owner's representative name, address, phone number, and email address;
    d) Date project was completed or is anticipated to be completed with current status;
    e) The nature of the Contractor's responsibility on the project;
    f) Unforeseen circumstances, errors or oversights and actions taken to mitigate and/or correct; and
    g) How the Contractor's technical and managerial methodology applied.

- If the Contractor has previously performed a project for the City within the past ten (10) years, identify the project, the work performed and the total fees awarded for such work.

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

- Provide an organizational chart of the Contractor's team highlighting the key personnel that will be assigned to the Project. Identify the principal supervisory and management staff, including partners, project managers, other supervisors and specialists who will be assigned to the Project. **(Limit response to maximum of two (2) pages**

- Provide résumés of the Contractor's key personnel listed above to be assigned to the Project. **(Limit response to maximum of two (2) pages per résumé**)

  - Résumés shall include, but not be limited to:

    a) Name and current position held by the key personnel;
    b) Number of years with FPL underground conversion project experience(s);
    c) Experience. Identify: (i) Types of projects/services; (ii) Size of projects/services; and (iii) Specific responsibilities;
    d) Services anticipated to be designated to the key personnel; and
    e) Anticipated level of participation on the Project.

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

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

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

Tab 5 – Timely Completion of Projects (20 Points)

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

Tab 6 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.

- Completed surveys. **(See Attachment 1)** The Bid Committee will take the average of all surveys and score as follows:

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

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

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

Tab 8 – Forms

- Provide the completed and signed forms:

  - ❖ Price Proposal/Schedule-of-Values
  - ❖ Performance Survey Questionnaire
  - ❖ Submitted Proposal Form
  - ❖ Public Entity Crimes Form
  - ❖ Drug-Free Workplace Certification
  - ❖ Conflict of Interest Disclosure Form
  - ❖ Liability & Indemnification Form

6.0 SELECTION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

6.1 Responsiveness and Responsibility

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

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

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

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

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

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

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

6.2 Disqualification of Contractors

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

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;

2. Evidence of collusion among Contractors, or previous participation in collusive bidding or proposing on work for the City;

3. Uncompleted work for which the Contractor is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this RFP if awarded to Contractor;

4. Inconsistencies between the proposals provided by the Contractor

5. Violations of the cone of silence as provided for herein;

6. Familial relation with the City's purchasing agents (City Manager or City Clerk) or public officer (City Councilmember) as provided for in Section 112.313(3), F.S;

7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or

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

6.3 Selection Process

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

- Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price. As part of the Bid Committee's review process, the Bid Committee may require proposers to appear at a meeting of the Bid Committee to answer questions relating to their proposals and related materials submitted to the City.
- Bid Committee will conduct a public meeting chaired by the Bid Committee Chairman to discuss the individual scores, and summarize the scores in a ranking matrix to be forwarded to the City Council. Non-voting advisors of the Bid Committee may attend this meeting.
- The Bid Committee will recommend the top three (3) ranked contractors to the City Council, who may be required to provide a presentation at a City Council Meeting. The City Council shall have sole approval authority. Upon request, responsive bidders may be required to provide a presentation at a City Council meeting.
- Upon consideration of all available information, including the Bid Committee's ranking, related materials submitted by or relating to the proposers' proposals and experience, and presentations to the City Council, including proposers' responses to questions posed by the City Council, the City Council may, in the exercise of its discretion over such procurement decisions, rank all responsive proposals using a method such as the following, consistent with the City's Purchasing Manual. Each City Councilmember will rank all responsive proposers on the basis of which proposers will, in the Councilmember's opinion based on all available information, best meet the City's needs for the Undergrounding Project. For example, if there are three responsive proposals, each Councilmember would assign one point to the proposer the Councilmember believes would best meet the City's needs, two points to the proposers that the Councilmember believes is the second-best suited to meet the City's needs, and three points to the proposer that the Councilmember believes is third-best suited to meet the City's needs. The

point scores assigned by the voting Councilmembers will then be added together to yield an aggregate score, with the proposer receiving the lowest points assigned by voting Councilmembers being ranked the best.

- After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that best meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. Accordingly, the City Council will direct City staff to negotiate a contract with the proposer whose proposal is ranked best by the Council. If such negotiations are successful, City staff would bring the resulting negotiated contract to the Council for Council's final approval; if the negotiations are unsuccessful, City staff are to come to the Council with a request to negotiate toward a contract with the second-best ranked proposer. A copy of the respondent's proposal and the RFP including scope of work, will be incorporated and become a part of the contract.

6.4 Proposal Evaluation and Selection

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

Elevation Level 1 (Purchasing Requirements Assessment):

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

Elevation Level 2 (Bid Committee Scoring)

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

SCORING:

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

- By the process stated under each corresponding Tab description as set forth in Section 5.2 Proposal Requirements, the Bid Committee shall score each proposal on the following evaluation criteria:

  - Surveys of Past Performance (Tab 6) 10 points

    Subtotal of Points 10 points

- Each Bid Committee member shall score each proposal on the following evaluation criteria:

  - Contractor Ability and Experience (Tab 2) 20 points
  - Contractor Personnel & Resources (Tab 3) 20 points
  - Interaction with City & Regulatory Agencies (Tab 4) 10 points
  - Timely Completion of Projects (Tab 5) 20 points

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

    Subtotal of Points 90 points

(3) A Bid Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.

(4) When all Bid Committee members have completed their proposal evaluations, the individual Bid Committee member's total scores for each proposal will be added together to produce a final score for each proposal.

(5) The City Clerk, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Bid Committee with the proposal receiving the highest points as the highest-ranked proposal.

Elevation Level 3 (City Council Scoring and Award or Selection for Negotiations)

- The top three (3) proposals, as scored by the Bid Committee, shall move on to Elevation Level 3. At Elevation Level 3, the City Council shall, in the exercise of its discretion over such procurement decisions, have three options: (1) individually re-scoring by each Councilmember the top 3 bids in accordance with the same scoring criteria and calculations as specified in Elevation Level 2 and either awarding the bid to the highest ranked proposer or directing City staff to negotiate a contract with that proposer; (2) ranking all responsive proposers on the basis of which proposers will, in the Councilmember's opinion based on all available information, best meet the City's needs for the Undergrounding Project. For example, if there are three responsive proposals, each Councilmember would assign one point to the proposer that the Councilmember believes would best meet the City's needs, two points to the proposer that the Councilmember believes is the second-best suited to meet the City's needs, and three points to the proposer that the Councilmember believes is the third-best suited to meet the City's needs. The point scores assigned by the voting Councilmembers will then be added together to yield an aggregate score, with the proposer receiving the lowest total points assigned by voting Councilmembers being ranked the best or (3) adopting the Elevation Level 2 scoring of the Bid Committee and awarding the contract or directing City staff to negotiate a contract with the highest-ranked proposer as scored by the Bid Committee accordingly. Additionally, the City Council always has the option to reject all bids.

- At Elevation Level 3, the City Council may require in person and/or virtual presentations from the remaining three proposers.

- The City Council shall, using one of the optional methods set forth above, rank the top three proposers in order of preference and then the City Manager shall negotiate in order of preference in accordance with Section 6.5 below.

6.5 Contract Negotiations

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

6.6 Award of Agreement

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

6.7 Posting of Intent to Award

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

6.8 Protest

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

6.9 INSURANCE

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

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

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

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

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal. Insurance coverage required from the awarded Contractor(s) shall be provided by or

on behalf of all subcontractors to cover their operations performed. The awarded Contractor(s) shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

7.0 CITY'S RESERVED RIGHTS

7.1 To be the judge of the Contractor's qualifications through a Bid Committee comprised of designated City staff or other representatives.

7.2 To conduct pre-award discussions with any responsive and responsible Contractors who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Bid Committee.

7.3 To request that Contractors modify their proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

7.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

7.5 To request additional qualification information.

7.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more Contractors to seek an improved understanding of any information contained in a proposal.

7.7 To seek clarification from any Contractor to fully understand information provided in a proposal and to help evaluate and rank the Contractors.

7.8 To limit and/or determine the actual services to be included in a negotiated agreement with the awarded Contractor.

7.9 To obtain information from any available sources for use in evaluating the proposals.

7.10 To waive any irregularity in any proposal, or to reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the City to do so.

7.11 To accept any proposal as a best and final offer.

8.0 GENERAL TERMS

8.1 Equal Opportunity/Affirmative Action

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

8.2 Contractor Affirmation

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

8.3 Contractor Development Costs

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

8.4 Code of Ethics

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

8.5 Conflict of Interest

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

8.6 Disclosure – Advisory Board Member of City

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

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

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

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

8.7 Cone of Silence

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

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

8.8 Copyright

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

8.9 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8.10 Contractor's Employment of Unauthorized Aliens

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

8.11 Mistakes

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

8.12 Warranty of Title

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

8.13 Obligation to Keep Project Team Intact

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

8.14 Women/Minority Business Enterprise Outreach

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

8.15 Trench Safety Act

Contractor acknowledges that the Florida Trench Safety Act, Florida Statute 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction for this project.

Respondent, by submitting a Proposal is, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards as well as the method of compliance.
The Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to review or assess safety precautions, programs, or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute 553.60 cited as the "Trench Safety Act." Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act."

8.16 Florida Licensing

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

8.17 Interpretations of Data

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

8.18 Estimated Quantities

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

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

INSTRUCTION ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

SENDING THE SURVEYS

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

PREPARING THE SURVEYS

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

PERFORMANCE SURVEY QUESTIONNAIRE

CITY OF DESTIN

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information		Client/Reference Information
From:		To:
Company:		Company:
Phone:		Phone:
Email:		Email:

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

Client:

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

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

_____ _____

Printed Name of Reference Signature of Reference

CITY OF DESTIN FLORIDA

SUBMITTED PROPOSAL FORM

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

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

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

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

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

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

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

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

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

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

_____
(Signature of Contractor)

_____
(Typed name of Contractor)

Doing Business As:_____

Business Address:_____

City:_____ State:_____ Zip:_____

Phone:_____ Fax:_____

Email:_____

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by _____whose business address is _____
_____

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

3. My name is _____and my relationship to the entity named above is_____

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

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

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

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

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

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF _____

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

_____
Notary Public

My Commission expires:

END OF SECTION

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

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

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 5
CONFLICT OF INTEREST DISCLOSURE FORM

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

YES_____ NO_____

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

YES_____ NO_____

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

YES_____ NO_____

If YES, please describe:

_____

_____

_____

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

_____

_____

PHONE NUMBER _____

EMAIL: _____

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 6
LIABILITY & INDEMNIFICATION FORM

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

Contractor's Company Name	Authorized Signature – Manual
Physical Address	Authorized Signature – Typed
Mailing Address	Title
Phone Number	FAX Number
Cellular Number	After-Hours Number(s)
Email address	DATE

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 7
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 24-01-ENG. - PHASE I UTILITY UNDERGROUND CONVERSION, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or contractor to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by _____(Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between _____(Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

_____

Name and Title

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 8
SCHEDULE OF SUB-CONTRACTORS

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

Name of Sub- Contractor	**Address of Sub-Contractor**	**License No.:**	**Task**	

Signature: _____

Date: _____

Title/Company: _____

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

CITY OF DESTIN

TECHNICAL SPECIFICATIONS

UNDERGROUND CONVERSION PHASE 1

TECHNICAL PROVISIONS

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

TP 57-7
SURVEY, STAKEOUT & RECORD DRAWINGS

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

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

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

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

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

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

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

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

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

Payment shall be made under:

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

TP 101 MOBILIZATION

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

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

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

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

Payment shall be made under:

Item No. 101-1	Mobilization	LS

TP 102.1 MAINTENNACE OF TRAFFIC

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

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

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

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

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

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

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

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

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

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

Payment shall be made under:

Item No. 102-1	Maintenance of Traffic	LS

TP 104
CLEARING, GRUBBING, RESTORATION, AND SIDEWALK

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

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

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

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

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

Payment shall be made under:

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

TP FPL INFRASTRUCTURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously, the Contractor coordination and notification shall include full consideration of the Carrier facilities to avoid delays in pole removal.

For cost efficiency and minimal disruption to residents and commercial properties, the proposed duct bank should be placed to avoid interference with property or beautification areas, upon review and acceptable by the PM/City, the duct bank will be diverted to reduce cost and public relations impacts. To the largest extent possible, installation of conduits, structures and other items of work shall be installed on a tangent alignment at a consistent distance from the edge of right-of-way. Exceptions are areas where alignment will need to avoid identified easements, beautification areas, utility apparatuses, signs, signals, and City facilities in which case alignment shall comply with standards for any bends, casing, conduit and fiber optic cable or equipment.

In these areas the Contractor shall transition the conduit run so that transformers, pull boxes, and other related equipment are placed in areas that provide access without obstruction and provide a greater off-set distance from existing pavement while maintaining a gradual transition and desirable bend requirements. The contractor must also coordinate any adjustments or deviations from the FPL design with the FPL PM prior to any adjustments and ensure all minimum standards required by FPL are achieved.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Before the equipment or box pads are set, Contractor shall touch base with the PM or Inspector to be sure equipment is where customer agreed to.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL work for this project, the Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with

notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

The Contractor shall fully coordinate all work with the PM/City and with FPL representative(s) assigned to this project. The Contractor shall field review the FPL work prior to construction for alignment and constructability. The Contractor shall fully cooperate and support the PM/City in obtaining the easements where applicable.

Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the PM/City and to execute the orders or directions of the PM/City, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

The Contractor must have a means to unload/load wire, conduit and equipment off of a flatbed delivery truck at storage sites. Contractor must also have the means to communicate with FPL local warehousemen to pick up any material needed.

The Contractor shall complete the work phase, as defined and accepted, in its entirety that supports and provides efficiency with FPL's portion of the work they are to perform. This shall include providing FPL crews access, ingress and egress, mobilization and other means for the removal of existing aerial facilities, and other work in an expeditious manner. The Contractor will be required to provide the PM/City with project status and engagement efforts with FPL work at each weekly meeting throughout the project.

Method of Measurement - The quantity for FPL related items identified in the bid tabulation table below and for under this section will be the respective unit(s). The quantity for the FPL aerial conversions, underground conversions, meter replacements, and looping under this section will be each as indicated on the bid tabulation. The units listed in the schedule of values are approximate and should be independently verified by the contractor against the plans before performing any work. Any differences should be immediately brought to the attention of the PM with a copy of the findings to the PM/City.

All unit prices for conduit shall include ALL necessary work required for full completion, including but not limiting tie-ins, bore pits, sweeps to equipment, and all other incidental efforts required to successfully perform the installation.

All unit prices for cable shall include ALL necessary work required for full completion, including but not limiting tie-ins, make-ready to equipment, and all other incidentals required to successfully perform the installation.

All unit prices for FPL equipment shall include ALL necessary work required for full completion of the installation, including but not limiting, chambers, vaults, concrete pads, conduit connections, wiring, and all other incidentals required to successfully complete the full installation(s).

All unit prices for splice box, handholes, or vaults shall include all necessary work required for full completion of the installation and conduit connections.

All meter box connection work shall include all the necessary efforts to connect new underground service to the existing meter. This shall include capping existing weatherheads safely above the roof. Notifying the property owner and scheduling an acceptable time for the required outage.

Easement coordination shall include assisting PM with confirming the placement of the equipment and identifying any conflicts within 45 days of NTP, assisting with the notification of property

owners in advance of the work (minimum 30-day notification), and scheduling the work with the property owner.

Switching Coordination shall be the full responsibility of the Contractor. This includes the Contractor providing all FPL required redlines, as-builts, drawings, bore logs, and all other details and providing the required documentation in an expeditious manner. The Contractor shall provide a detailed report to the PM during this process on a weekly basis identifying the status.

Basis of Payment -
The per each quantity for FPL related items identified below shall be paid for at the contract unit per item. Said per each unit item shall include the actual units required and documented recording of the field measure units where applicable. All unit cost shall include all related cost to perform the entire work. This shall also include the safe storage, tracking, and coordination with FPL for all related materials. Payment shall be made under:

III. FPL INFRASTRUCTURE	DESCRIPTION	APROX QNTY	
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA
FPL -635-HH-1	FPL 30" Handhole / Above Ground Pedestal	55	EA
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA
FPL - PED-1	FPL 3-Phase Pedestals	14	EA
FPL-635-WH-1	FPL Meter Box Connections	275	EA
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS

TP CARRIER
INFRASTRUCTURE

As part of this undergrounding project, Contractor shall be experienced and able to perform all aspects of the required conduit installation for the Carriers. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination with Cox Communication, Century Link, and Uniti in conjunction with the FPL underground conversion activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

The Contractor shall coordinate each of the Carrier work plans and consolidate the conduit installation for ultimate cost and schedule efficiencies. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall be coordinated with the PM/City for content and distribution.

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

The work shall consist of conduit installation to the respective carriers where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall maintain all necessary separation requirements in consideration of all work as part of the project. Installation shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points. Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with all Carriers and other existing utilities. This includes but not limited to,

confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

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

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

The Contractor shall ensure that all portions of the work to be performed by Cox Communication, Century Link, and Uniti is successfully coordinated throughout the project to avoid schedule delays. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month. The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month.

The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. For a large part, the Carriers will provide the conduit and the Contractor will install the provided conduit via directional bore providing acceptable sweeps at certain points along the project. In some instances, the Contractor will be required to provide and install the conduit. The Contractor, and in coordination with the respective Carriers, shall identify and stake out the locations where the proposed conduit access points/sweeps where the Carriers will need to install their fiber, coax, pedestals/vaults, equipment. Following the completion of the Contractors conduit installation, the Carriers will perform the installation of their facilities and perform aerial wreck-out.

The Contractor shall provide a minimum 30-day notification to the Carriers and the PM/City for work completed. The Contractor shall coordinate the Carriers portion of the work to align with the FPL pole removal in an expeditious manner. The Contractor coordination and notification shall include full consideration of all Cox Communication, Century Link, and Uniti facilities to avoid delays in pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the Carriers required minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, Century Link requirements, Cox Communication requirements, Uniti requirements, Uniti requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all Carrier work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any

constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of Carrier conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for Carrier provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF). The linear quantity for Contractor provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

IV. CARRIERS	OPTIONAL BID ITEMS		
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE “Uniti” Fiber (Install)	17,000	LF
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE “Century” Link (Install)	17,000	LF
CONDUIT-01	(1) 2" Conduit HDPE (Furnish)	18,500	LF
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF
CARRIER-COORD	COORDINATION	1	LS

TP FPL STREETLIGHT INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of the conduit installation for FPL streetlighting and as part of the undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

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

The work shall consist of FPL streetlight conduit installation where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

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

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously and to avoid delays in FPL pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depth for streetlighting conduit and meet FDOT depth requirements when in the Departments rights-of-way and as applicable.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work.

This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, UnitiFiber requirements, Century Link requirements, Cox Communication requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL Streetlight work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of FPL streetlight conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for FPL streetlight conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-SB	Install 24"x16" Splice Box	EA
FPL-SL-COORD	COORDINATION	LS

TP CONTRACT DURATION AND SCHEDULE MISCELLANEOUS

Description

The Contractor shall establish the contract duration for this task assignment for the FPL undergrounding. In no event shall the contract duration exceed 550 calendar days for this assignment, regardless of if other task assignments related to the undergrounding are being performed concurrently by Contractor. The Contractor shall provide a schedule supporting the proposed contract duration for this task assignment and shall identify the work activity durations provided are based on calendar days or working days. The Proposed Contract Time (PCT) reflected may be amended if delays associated with other City work creates reason for a time extension outside the Contractor's control.

The Contractor shall submit a baseline project schedule which supports the established contract duration. The Contractor's schedule shall include all undergrounding work in a logical sequence and in full consideration of all FPL

related work for this task assignment.

The Contractor shall maintain a current project schedule and submit schedule updates each month at estimate cut-off. Changes to schedule logic must be submitted to and accepted by the PM/City prior to incorporation into any monthly update.

If delays are encountered by the Contractor, non-compensable time may be granted if the Contractor can demonstrate to the PM/City that the efforts were properly coordinated and proven outside their control. All potential delays shall be immediately presented to the PM/City in writing within (7) days of impact to schedule. A preliminary request for an extension of contract time must be submitted in writing to the PM/City within ten calendar days after the commencement of a delay to work items associated with this task assignment. If the Contractor fails to submit this required preliminary request for an extension of contract time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of contract time for that delay. Each request for an extension of contract time shall include as a minimum the commencement date of the delay, the cause of the delay, and the item of work affected by the delay.

The Contractor shall provide any such delay with a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not work items specific to this undergrounding project.

Request for a contract time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to contract time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a contract time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a contract time extension, with or without a detailed cost analysis, depriving the City of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of contract time or additional compensation for the delay.

When Contractors leave any equipment overnight on-site, All Contractor's equipment shall be properly placed where it will not be a hazard to the driving or walking public. The equipment will be properly safety taped/coned and secured.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below at a minimum:

- Materials Quality Tracking

- Long Lead Item procurements
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Maintenance of Traffic
- Permitting
- Utility Coordination
- FPL Scheduled Work
- Carrier Scheduled Work
- FPL Streetlighting Work

All work shall require close coordination with all respective stakeholders and allowances for work when required, including connections, by others and shall be included in the schedule. The schedule shall be fully integrated to achieve final completion within the maximum contract duration time. The Contractor is responsible for planning the work in a manner that properly considers all project elements, the need for continued service, and the final schedule for completion.

The Contractor will be responsible for notifying the Owner as sections are completed and submit required final as-builts upon section completion. The Contractor shall provide updated "as-built" plans reflecting the final conditions as the work is completed.

The Contractor shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of City, FDOT, local governments, or other regional and state agencies.

The Contractor shall anticipate periodic meetings with PM/City personnel and other agencies for construction issues. Upon issuance of NTP Contractor shall initiate specific meetings with each stakeholder to discuss construction and design elements with the PM/City present. These meetings may include:

- Technical issue resolution
- Stakeholder coordination meetings
- Weekly progress meetings
- Easement coordination
- Local government and Utility agency coordination
- Schedule

During construction, the Contractor shall meet with PM/City on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week. The Contractor shall, on a bi-weekly basis, provide written progress reports that describe the items of concern and the work performed on each scheduled task. The Contractor shall provide all support necessary to hold various public meetings,

which may include:

> Public Information Meetings, meetings with elected and appointed officials, and meetings with special interest groups (private groups, homeowner associations, environmental groups, minority groups and individuals)

The Contractor shall attend meetings as requested by the PM/City for the term of the contract to support the public involvement program. Meetings to provide updates to parties interested in the construction of the project will be publicly advertised and will take place at City Hall.

The Contractor shall provide all technical assistance, data and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials to keep them informed as to the progress and impacts the proposed project will create. This includes workshops, information meetings, and public hearings. The Contractor shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the PM/City's Project Representative.

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, drawings, as-builts, and other services furnished under this contract. The Contractor shall describe how the check and review processes are used to document and that required procedures are followed. The Contractor shall, without additional compensation, correct all errors or deficiencies in the work associated with this task assignment.

Price Proposal/Schedule-of-Values
City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS		
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
				SUBTOTAL	
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF		
110-1-1	Clearing & Grubbing	1	LS		
120-6	Sidewalk Restoration	12,000	SF		
				SUBTOTAL	
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF		
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF		
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF		
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF		
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF		
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF		
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF		
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA		
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA		
FPL -635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA		
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF		
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF		
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF		
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA		
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA		
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA		
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA		
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA		
FPL - PED-1	FPL 3-Phase Pedestals	14	EA		
FPL-635-WH-1	FPL Meter Box Connections	275	EA		
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA		
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA		
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA		
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA		
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA		
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA		
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS		
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS		
				SUBTOTAL	
IV. CARRIERS	**OPTIONAL BID ITEMS**				
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF		
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF		
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF		
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF		
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF		
CARRIER-COORD	COORDINATION	1	LS		
				SUBTOTAL	
V. CARRIERS	**FPL STREETLIGHT INFRASTRUCTURE**				
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-SB	Install 24"x16" Splice Box	150	EA		
FPL-SL-COORD	COORDINATION	1	LS		
				SUBTOTAL	
VI. BOND					
BOND-001	BONDING	1	LS		
				SUBTOTAL	

SUMMARY	
I. GENERAL	
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK	
III. FPL INFRASTRUCTURE	
IV. CARRIERS	
V. FPL STREETLIGHT INFRASTRUCTURE	
VI. BOND	
SUBTOTAL	
AWARD: Base Bid Total =	**$**

Written in Words: _____

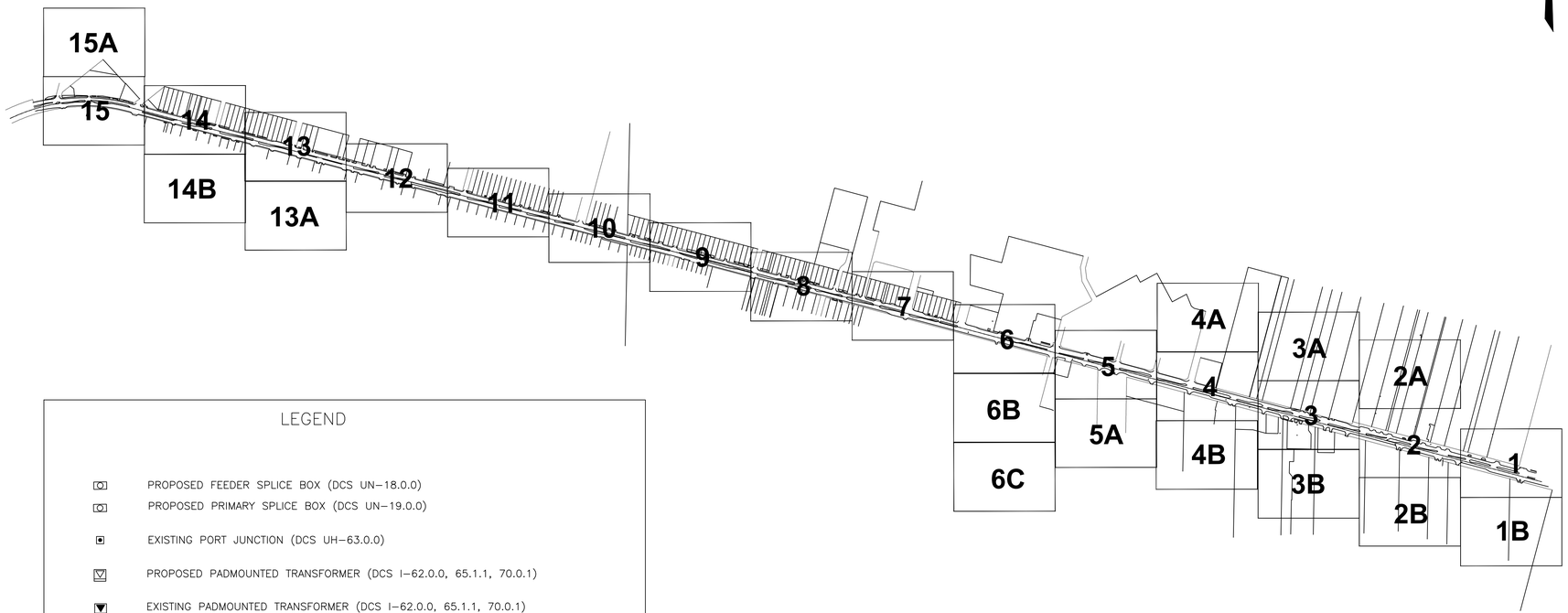
_____

$

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

WR 11341323 - CITY OF DESTIN CONVERSION - UG FOR CONSTRUCTION

N



LEGEND

- PROPOSED FEEDER SPLICE BOX (DCS UN–18.0.0)
- PROPOSED PRIMARY SPLICE BOX (DCS UN–19.0.0)
- EXISTING PORT JUNCTION (DCS UH–63.0.0)
- PROPOSED PADMOUNTED TRANSFORMER (DCS I–62.0.0, 65.1.1, 70.0.1)
- EXISTING PADMOUNTED TRANSFORMER (DCS I–62.0.0, 65.1.1, 70.0.1)
- EXISTING OPEN WYE–OPEN DELTA TRANSFORMER (DCS I–68.0.2)
- PROPOSED PADMOUNTED DISCONNECT SWITCH (DCS C–32.0.1, 32.0.2, 32.0.3)
- EXISTING SOLID BLADE SWITCH (UH–20.0.0 F1)
- PROPOSED DISCONNECT SWITCH (UH–15.3.1)

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date

Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.

Supervisor's Signature / Date

All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.

Foreman's Signature / Date

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT RECD: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	

FPL

DESIGNED BY	C. OCHOA
DRAWN BY	C.OCHOA
DATE	11/14/22
MAP NO.	–

0 20 40 80
FEET

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. GP

WR: 11341323 WR: D011 –34–323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

GENERAL NOTES:

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

CONSTRUCTION NOTES - WR# 11341247

REQUIRED DRAWINGS
FOR CONSTRUCTION NOTES SEE DWG#

COORDINATE WITH:
WR 11341326 - OH FDR Hardening
WR 11341335 - OH Equivalent
WR 11341340 - OH Make Ready
WR 11341346 - OH Removal

STANDARD NOTES
ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRIC MARKER
(XXX') DENOTED CABLE PULL DISTANCE
UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
INSTALL NEUTRAL BOND FOR COMMUNICATIONS COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S., G-11.0.0
GENERAL GROUNDING, GUYING AND U-GUARD NOTES:
- U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES - USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES - USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION. FOR SHORTER SECTIONS, USE AT LEAST 6 TAPCON FASTENERS.
- BACK PLATE (UH-14.0.1) REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES)
- GUYING (DCS D-2.0.0) - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
- RISERS (DCS G-10.1.0 AND G-10.2.0) - BOND ALL METAL RISER CONDUITS ON POLES.
- GROUND RODS (DCS G-3.0.1) - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ADDITIONAL CONSTRUCTION NOTES

LOC 1.4:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 1.5:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON N. QUAD OF POLE

LOC 3.4:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 2
- INSTALL 1-5" U-GRD ON S. QUAD OF POLE

LOC 4.8:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 8.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 17.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 23.2:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 24.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 33.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. FACE OF POLE

LOC 40.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 47.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 57.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 62.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 61.7:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 65.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

PME DEADFRONT PAD MOUNTED SWITCHGEAR
PME-9
- INSTALL 15KV PME-9 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0

LOC 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 30, 34, 35, 39, 40, 42, 44, 45, 47, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 65, 66, 67, 68, & 69

PME-11
- INSTALL 15KV PME-11 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0

LOC 1, 6, 7, 13, 17, 18, 33, 62, 63, & 64

3PH 1200KVAR PAD-MOUNTED CAPACITOR BANK
- INSTALL 15KV 200A 95KV BIL 1200KVAR PAD-MOUNTED CAPACITOR BANK PER DCS J-4.0.0
- INSTALL CONCRETE PAD PER UX-108.0.0

LOC 34.1, 44.8, 59.7, & 64.1

SINGLE PHASE PMTX
- INSTALL ALL SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS (25KVA TRHOUGHT 75KVA) PER DCS I-65.1.1
- INSTALL ALL 100KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-65.0.1
- INSTALL ALL 167KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-62.0.1
- INSTALL ALL CONCRETE PADS PER UX-117.0.0

NEW 25KVA PMTX:
LOC 1.3, 4.1, 4.2, 4.7, 5.7, 5.9, 6.4, 9.1, 10.2, 11.1, 12.1, 13.1, 15.2, 16.2, 20.2, 25.7, 25.8, 34.6, 34.14, 34.16, 42.1, 47.11, 47.15, 51.1, 54.1, 54.2, 54.3, 54.4, 54.7, 56.8, 59.2, 61.9, 64.2, 64.3, & 64.4

EXISTING 25KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 15.4, 34.3, 34.12, 34.13, 34.16, & 56.12

EXISTING 37.5KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 15.3

NEW 50KVA PMTX:
LOC 25.3, 25.4, 26.1, 26.4, 26.7, 26.8, 34.9, 39.1, 39.2, 39.6, 42.2, 44.6, 47.5, 47.9, 58.1, 59.3, 61.5, 61.7, & 61.11

EXISTING 50KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 34.15

NEW 75KVA PMTX:
LOC 26.9, 44.2, 47.4, 56.2, & 61.1

EXISTING 75KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 25.2, 25.5, & 59.2

NEW 100KVA PMTX:
LOC 34.17, 44.1, 56.15, & 61.3

EXISTING 100KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 51.4, 56.6, 56.7, & 56.11

NEW 167KVA PMTX:
LOC 39.4

EXISTING 167KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 22.3, 39.3, & 51.3

3 PHASE OPEN DELTA PMTX
- INSTALL ALL 3PHASE OPEN DELTA DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-68.0.2
- INSTALL ALL CONCRETE PADS PER UX-115.0.0

EXISTING 25/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 56.19

EXISTING 37.5/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 5.3

NEW 50/25KVA OPEN DELTA PMTX
LOC 5.1, 11.2, 42.4, 44.4, & 59.1

EXISTING 50/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 34.4

NEW 50/50KVA OPEN DELTA PMTX
LOC 54.6 & 61.5

NEW 75/25KVA OPEN DELTA PMTX
LOC 34.7 & 39.5

EXISTING 75/37.5KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 34.5

NEW 75/50KVA OPEN DELTA PMTX
LOC 10.1

NEW 100/25KVA OPEN DELTA PMTX
LOC 47.2

NEW 100/50KVA OPEN DELTA PMTX
LOC 42.3

NEW 167/25KVA OPEN DELTA PMTX
LOC 44.5

3 PHASE PMTX
- INSTALL ALL 3PHASE DEADFRONT LOOP STYLE PADMOUNTED TRANSFORMERS (75KVA THROUGH 750KVA) PER DCS I-70.0.1
- INSTALL ALL CONCRETE PADS PER UX-114.0.0

EXISTING 3 PHASE 112KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 22.2 & 47.6

NEW 3 PHASE 150KVA (120/208V)
LOC 5.8, 11.9, 16.1, 20.1, 26.2, 26.6, 26.11, 34.8, 44.3, 47.8, 54.5, 58.4, & 61.2

NEW 3 PHASE 150KVA (277/480V)
LOC 6.3

EXISTING 3 PHASE 150KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 11.4, 39.7, 47.13, 47.14, & 56.13

EXISTING 3 PHASE 225KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 4.6, 5.4, 6.1, 6.6, 10.4, 44.7, 47.25, 58.2, & 59.4

NEW 3 PHASE 300KVA (120/208V)
LOC 26.3, 26.5, 56.1, 59.6, & 61.4

EXISTING 3 PHASE 300KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 56.5 & 56.21

NEW 3 PHASE 500KVA PMTX (120/208V):
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 6.2

EXISTING 3 PHASE 500KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 4.4, 5.12, & 11.7

EXISTING 3 PHASE 750KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 4.5, 5.6, 22.4, & 51.5

EXISTING 3 PHASE 1000KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1

LOC 1.1, 2.1, & 11.5

SPLICE BOX INSTALLATION
NEW 5'X10' FEEDER SPLICE BOX
- INSTALL ALL 5'X10' FEEDER SPLICE BOXES PER DCS UN-18.0.0
- INSTALL 1K-1K STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES

LOC 4.9, 12.01, 14.01, 18.01, 22.6, 23.1, 63.01, 64.01, & 67.01

NEW 48" PRIMARY SPLICE BOX
- INSTALL ALL 48" PRIMARY SPLICE BOXES PER DCS UN-19.0.0
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES

LOC 1.2, 2.2, 2.21, 4.41, 5.2, 5.5, 5.13, 5.31, 5.71, 6.5, 6.21, 9.2, 10.3, 11.3, 11.6, 11.8, 11.11, 11.41, 11.81, 12.2, 13.2, 15.1, 15.6, 15.31, 19.1, 19.2, 20.4, 22.1, 22.5, 22.25, 25.1, 25.6, 34.31, 39.8, 47.3, 47.7, 47.12, 51.2, 51.6, 56.3, 56.4, 56.9, 56.14, 56.17, 58.3, 59.5, 64.21, 67.2, 68.1, 69.1, & 69.2

EXISTING 48" PRIMARY SPLICE BOX
- TIE INTO EXISTING PRIMARY SPLICE BOX
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES

LOC 4.3, 4.6, 5.11, 34.11, 56.16, & 56.18

EXISTING ABOVE GROND PEDESTAL
-TIE INTO EXISTING ABOVEGROUND PEDESTAL
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE PEDESTAL

LOC 14.1, 15.5, 66.1, 67.1, & 69.3

COMMERCIAL SVC SPANS
-CUSTOMER TO TRENCH/BACKFILL AND INSTALL CONDUIT, FPL CABLE AND METER CAN. ONCE ELECTRICAL INSPECTION OF NEW METER CAN IS COMPLETED BY CUSTOMER, FPL TO MAKE CONNECTIONS AND TAP UP SERVICE.
-ALL SPANS IN 2" CONDUIT UNLESS OTHERWISE NOTED

RESIDENTIAL SVC SPANS
-CUSTOMER TO TRENCH/BACKFILL AND INSTALL FPL SUPPLIED CONDUIT.
-ALL SPANS IN 2" CONDUIT UNLESS OTHERWISE NOTED

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials Cert. Date	Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature Date	

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐		
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐		
Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet		
	PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
		WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		

FPL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

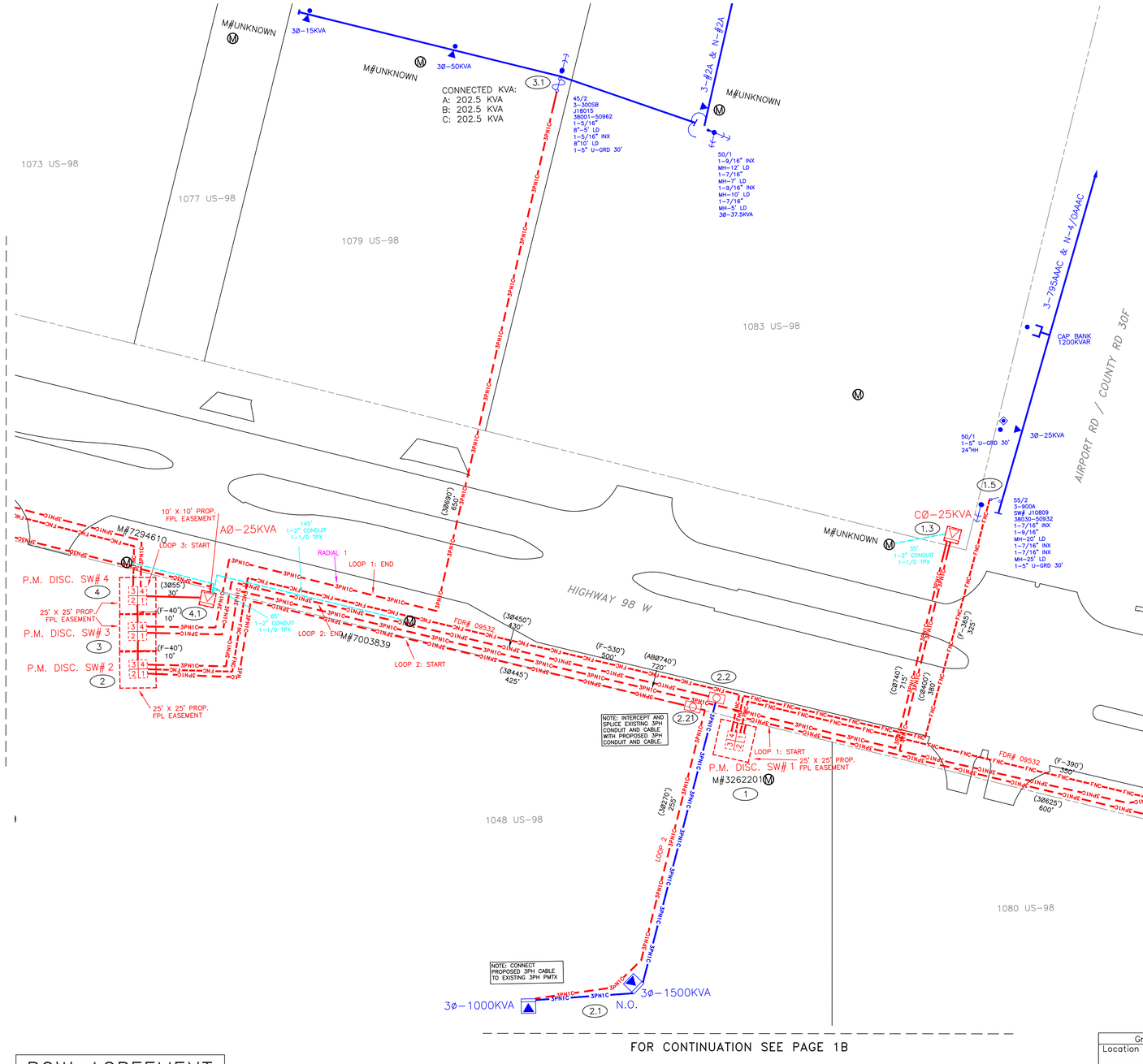
0 20 40 80
FEET

M/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. GP
WR: 11341323 WR: D0113 – 41 – 323

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

1



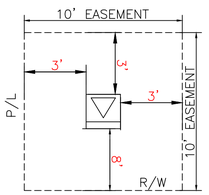
FOR CONTINUATION SEE PAGE 2

FOR CONTINUATION SEE PAGE 1B

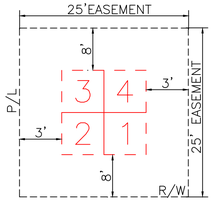


LOCATION SKETCH
N.T.S.

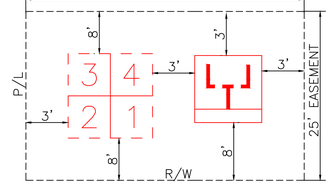
TYPICAL PMTX DETAIL



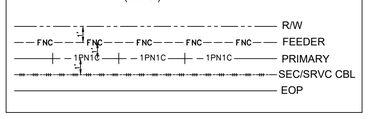
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 1

WR: 11341323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

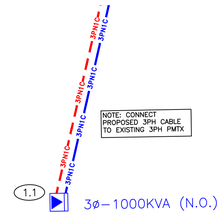
☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 1

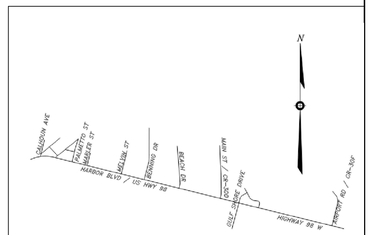
FOR CONTINUATION SEE PAGE X

1048 US-98

1080 US-98

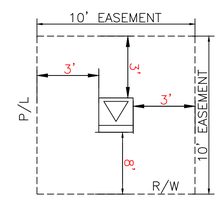


1B

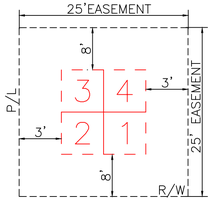


LOCATION SKETCH
N.T.S.

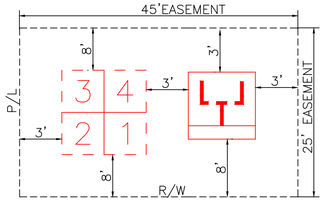
TYPICAL PMTX DETAIL



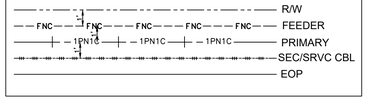
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

EASEMENTS REQUIRED

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐					DESIGNED BY		M/A: NW
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐					DRAWN BY		CITY OF DESTIN PHASE 1
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet					DATE		**UG FOR CONSTRUCTION**
Supervisor's Signature Date			PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	MAP NO.	–	US HWY-90 DESTIN/OKALOOSA, FL
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by		WMD	RR XING	COUNTY RD.	TRANSM.		0 20 40 80 FEET		DWG NO. PAGE 1B
Foreman's Signature Date			Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐								WR: 11341323 WR: D0113 – 41 – 323

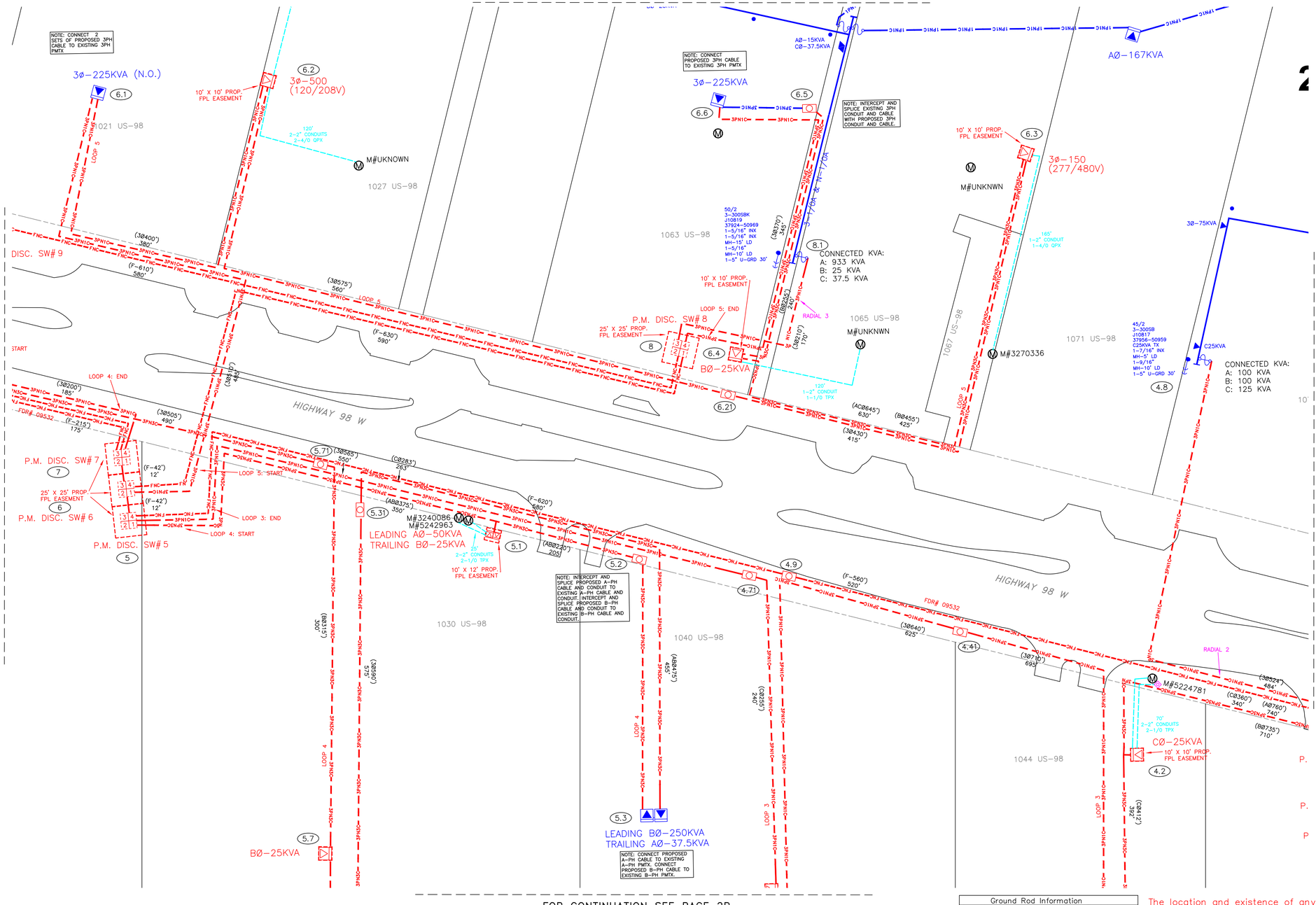
PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 2A

FOR CONTINUATION SEE PAGE 3

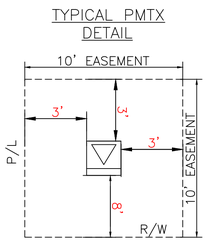
FOR CONTINUATION SEE PAGE 1



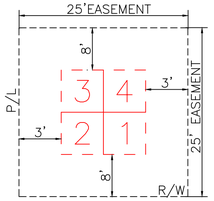
FOR CONTINUATION SEE PAGE 2B

LOCATION SKETCH
N.T.S.

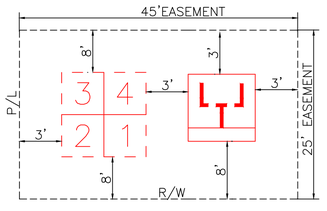
TYPICAL PMTX DETAIL



TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

- R/W
- FEEDER
- PRIMARY
- SEC/SRVC CBL
- EOP

REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA			MAP NO. –	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	WMD / RR XING / COUNTY RD. / TRANSM.			0 20 40 80 FEET	
Foreman's Signature Date			Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐			

M/k: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY–90
DESTIN/OKALOOSA, FL

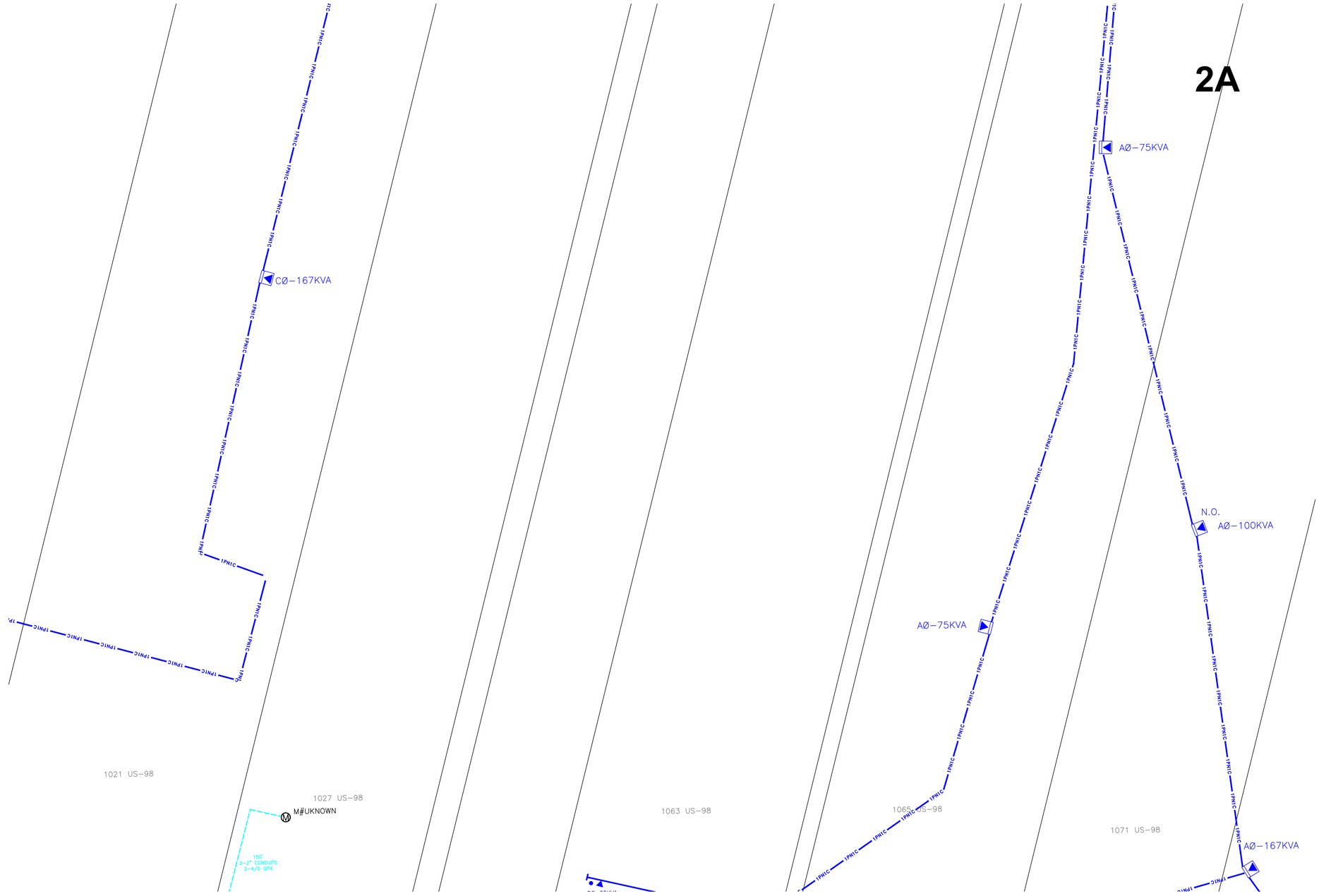
DWG NO. PAGE 2

WR: 11341323 WR: D0113– 41 –323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

2A

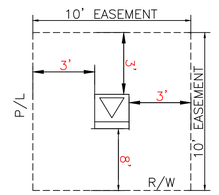


FOR CONTINUATION SEE PAGE 2

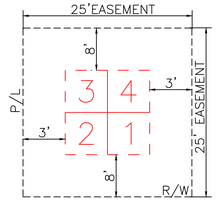
N

LOCATION SKETCH
N.T.S.

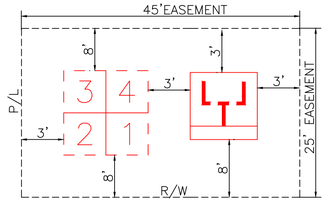
TYPICAL PMTX DETAIL



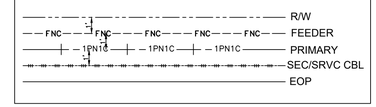
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY — Initials — Cert. Date
AS–BUILT CREW PRINT — Foreman's Signature — Date

Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☐ NO ☐
Posted by

Survey/Stake? YES ☐ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet

PERMIT REQ'D: CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA
WMD | RR XING | COUNTY RD. | TRANSM.

Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 2A
WR: 11341323 WR: D0113– 41 –323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 2

1030 US-98

1040 US-98

1044 US-98

3PH1C

3PH2C

3PH3C

(ACSR3/0) 625'

(#1/0 ACSR) 315'

(#2 ACSR) 480'

(#2 ACSR) 250'

(#2 ACSR) 60'

3Ø-750KVA

5.6

3Ø-225KVA (N.O.)

5.4

NOTE: CONNECT PROPOSED 3PH CABLE TO EXISTING 3PH PMTX

5.5

NOTE: INTERCEPT AND SPLICE EXISTING 3PH CONDUIT AND CABLE WITH PROPOSED 3PH CONDUIT AND CABLE.

CØ-225KVA

4.7

10' X 10' PROP. FPL EASEMENT

4.5

NOTE: CONNECT PROPOSED 3PH CABLE TO EXISTING 3PH PMTX

3Ø-750KVA (N.O.)

4.6

NOTE: CONNECT PROPOSED 3PH CABLE TO EXISTING 3PH PMTX

3Ø-1000KVA

3Ø-225KVA

M#3290326 Ⓜ

M#9000135 Ⓜ

4.3

NOTE: INTERCEPT AND SPLICE EXISTING 3PH CONDUIT AND CABLE WITH PROPOSED 3PH CONDUIT AND CABLE.

4.4

3Ø-500KVA

NOTE: CONNECT PROPOSED 3PH CABLE TO EXISTING 3PH PMTX

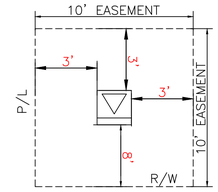
2B

N

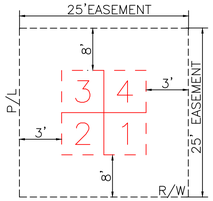
LOCATION SKETCH

N.T.S.

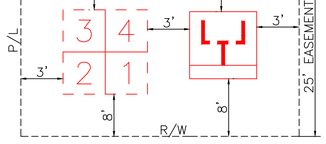
TYPICAL PMTX DETAIL



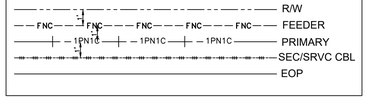
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY — Initials — Cert. Date

AS-BUILT CREW PRINT — Foreman's Signature — Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature — Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown as at all locations.

Foreman's Signature — Date

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA			
PERMIT REQ'D: WMD / RR XING / COUNTY RD. / TRANSM.			
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	

FPL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW

CITY OF DESTIN PHASE 1

UG FOR CONSTRUCTION

US HWY-90

DESTIN/OKALOOSA, FL

DWG NO. PAGE 2B

WR: 11341323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 3A

FOR CONTINUATION SEE PAGE 4

FOR CONTINUATION SEE PAGE 2

FOR CONTINUATION SEE PAGE 3B

3

CØ–100KVA

1007 US–98

1007 US–98

1007 US–98

1009 US–98

1004 US–98

1008 US–98

1018 US–98

1010 US–98

1014 US–98

1020 US–98

1006 US–98

HIGHWAY 98 W

M#UNKNWN

M#3272521

AØ–25KVA

BØ–25KVA

CØ–75KVA

3Ø–150KVA

3Ø–150 (120/208V)

LEADING AØ–75KVA
TRAILING BØ–50KVA

LEADING CØ–50KVA
TRAILING AØ–25KVA

10' X 10' PROP. FPL EASEMENT

10' X 12' PROP. FPL EASEMENT

25' X 25' PROP. FPL EASEMENT

P.M. DISC. SW# 12

P.M. DISC. SW# 11

P.M. DISC. SW# 10

LOOP 6.1: START

LOOP 6.1: END

LOOP 6: START

LOOP 6: END

LOOP 5.1: START

LOOP 5.1: END

RADIAL 4

RADIAL 6

NOTE: INTERCEPT AND SPLICE EXISTING 3PH CONDUIT AND CABLE WITH PROPOSED 3PH CONDUIT AND CABLE.

NOTE: INTERCEPT AND SPLICE EXISTING 2PH CONDUIT AND CABLE WITH PROPOSED 2PH CONDUIT AND CABLE.

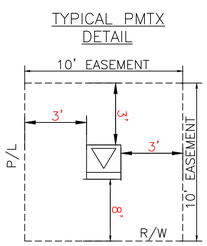
NOTE: INTERCEPT AND SPLICE EXISTING 1PH CONDUIT AND CABLE WITH PROPOSED 1PH CONDUIT AND CABLE.

NOTE: CONNECT PROPOSED 3PH CABLE TO EXISTING 3PH PMTX.

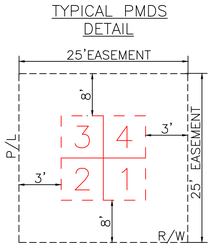
LOCATION SKETCH

N.T.S.

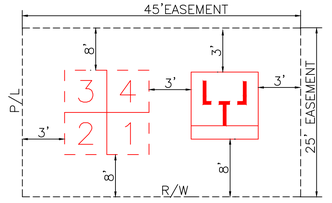
TYPICAL PMTX DETAIL



TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

R/W
FNC FNC FNC FNC FNC FEEDER
1PN1C 1PN1C 1PN1C PRIMARY
SEC/SRVC CBL
EOP

REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

ROW AGREEMENT

EASEMENTS REQUIRED

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT
Initials Cert. Date	Foreman's Signature Date

Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.

Supervisor's Signature Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature Date

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
Posted by		PERMIT REQ'D	CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA		
			WMD / RR XING / COUNTY RD. / TRANSM.		
		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 3

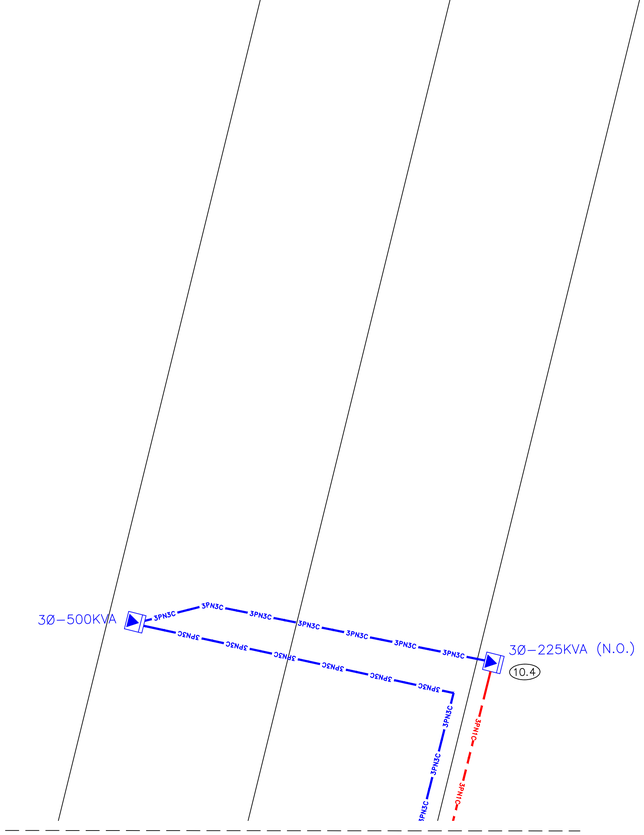
WR: 1134323 WR: D0113– 41 –323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

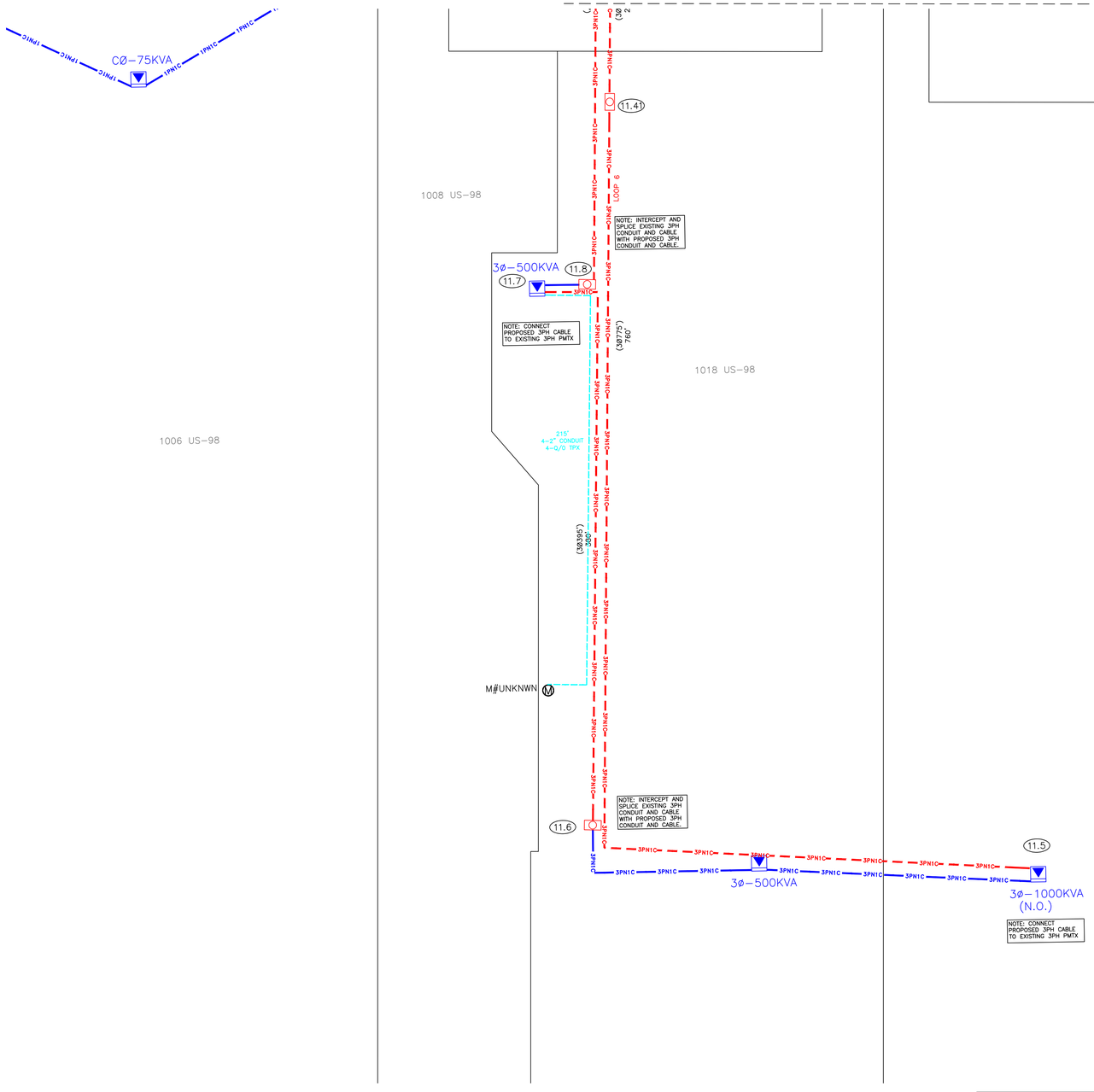
3A

FOR CONTINUATION SEE PAGE 4


3Ø–500KVA
3PN3C
3PN3C
3PN3C

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

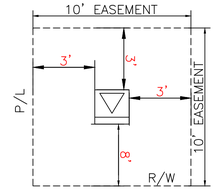
FOR CONTINUATION SEE PAGE 3



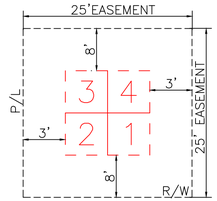
N

LOCATION SKETCH
N.T.S.

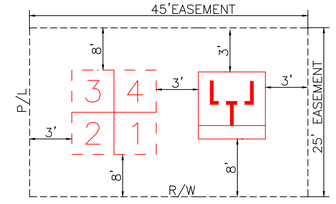
TYPICAL PMTX DETAIL



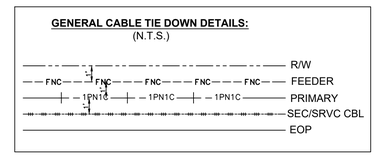
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

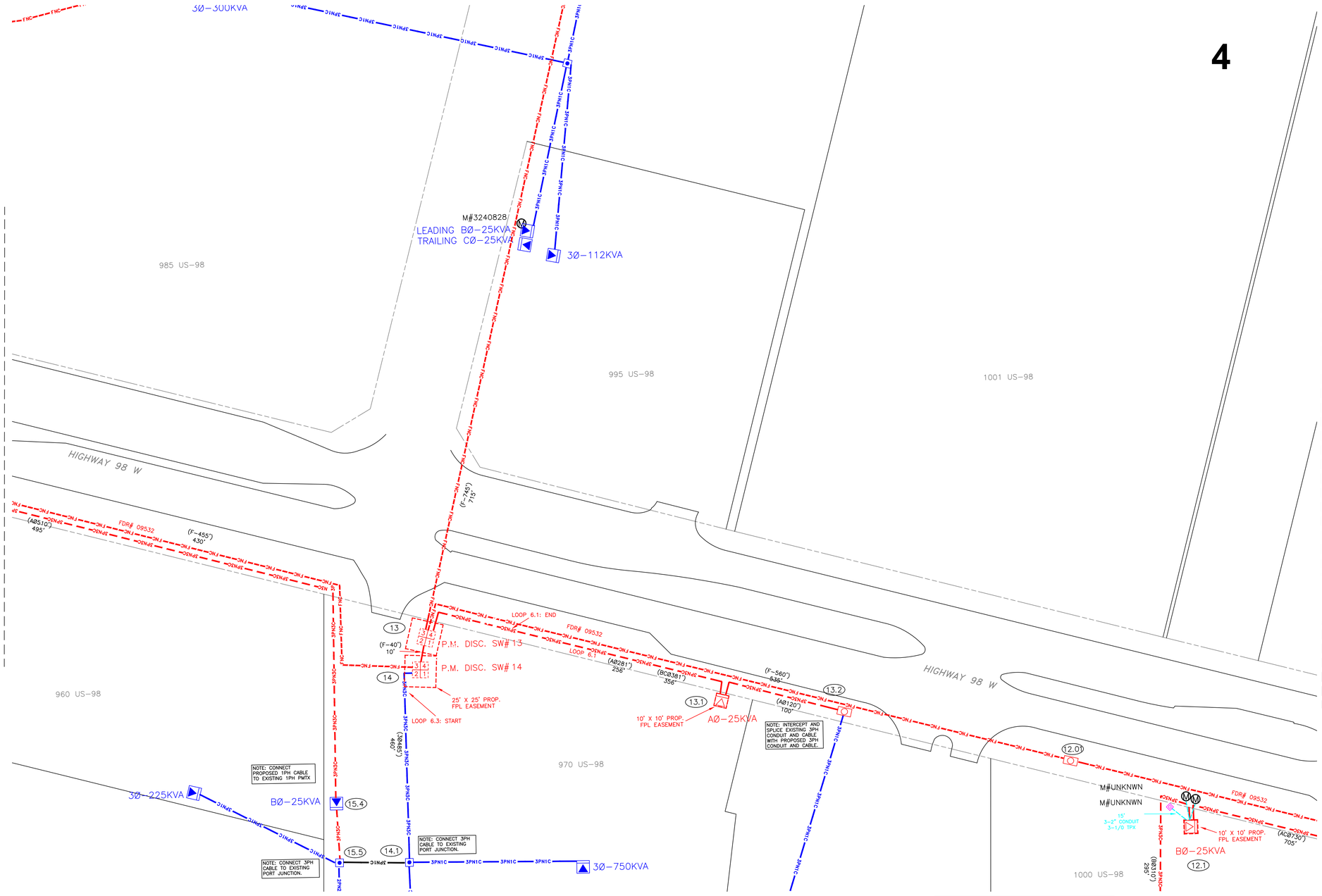
TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY		CITY OF DESTIN PHASE 1	
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE		**UG FOR CONSTRUCTION**	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA; WMD / RR XING / COUNTY RD. / TRANSM.			MAP NO.	–	US HWY–90 DESTIN/OKALOOSA, FL	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		0 20 40 80 FEET		DWG NO. PAGE 3B	
Foreman's Signature Date								WR: 1134323 WR: D0113– 41 –323	

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

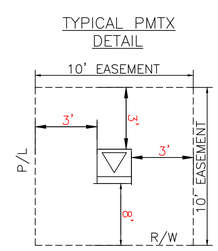
4



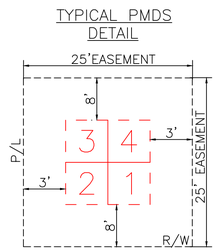
LOCATION SKETCH
N.T.S.

N

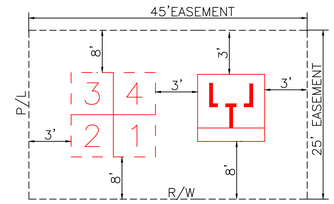
TYPICAL PMTX DETAIL



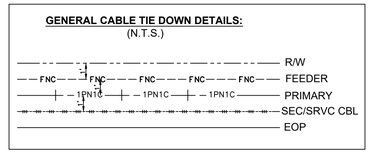
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

ROW AGREEMENT

EASEMENTS REQUIRED

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE	
Supervisor's Signature Date			PERMIT RECD: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA; WMD / RR XING / COUNTY RD. / TRANSM.			MAP NO.	–
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		0 20 40 80 FEET	
Foreman's Signature Date						DWG NO. PAGE 4	

M/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY–90
DESTIN/OKALOOSA, FL

WR: 11341323 WR: D0113 – 41 – 323

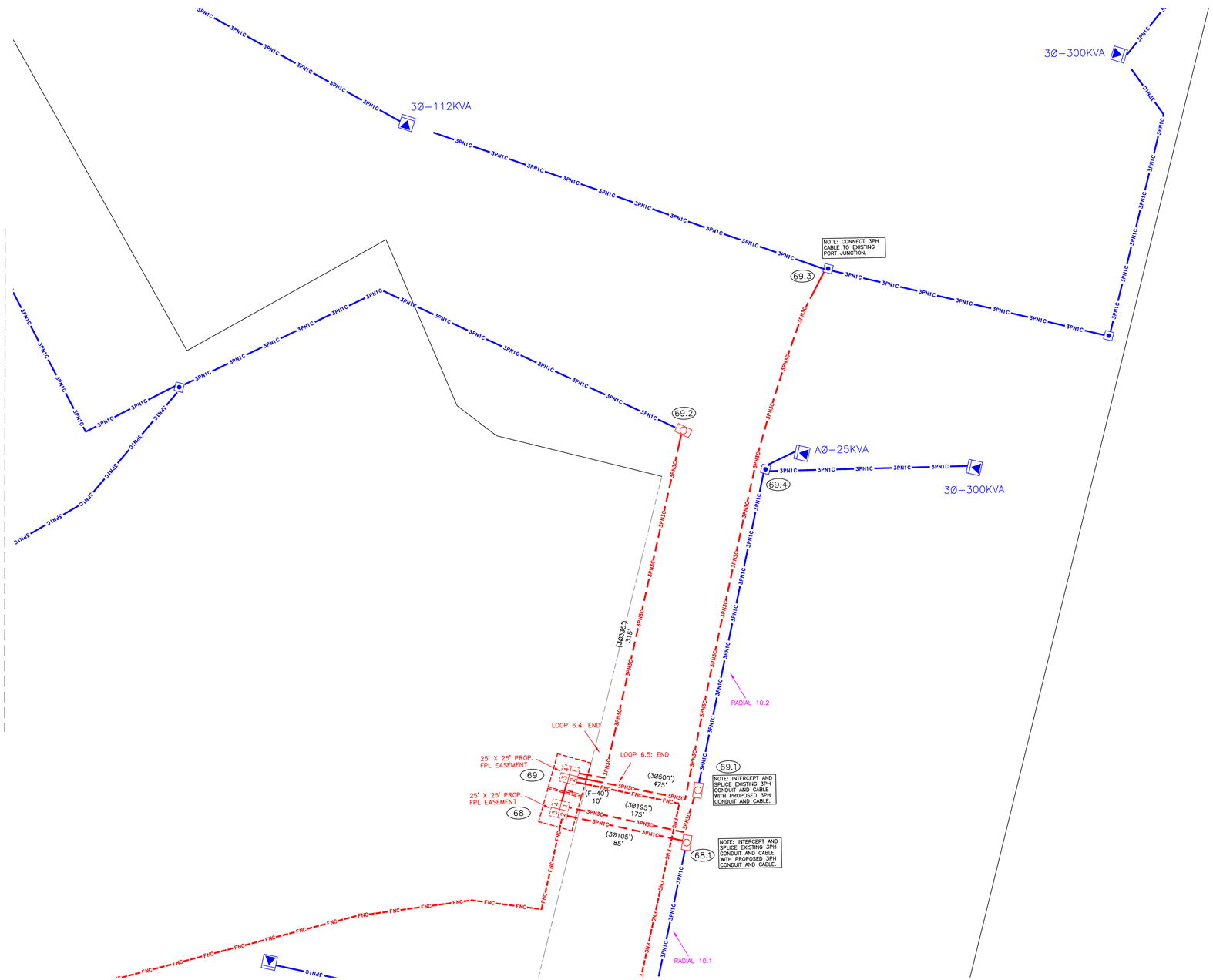
PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

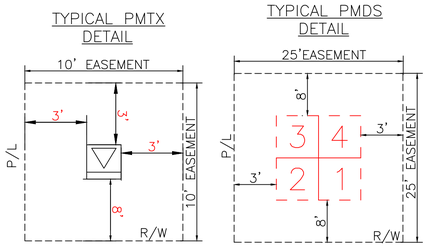
☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

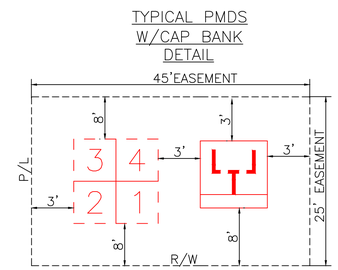
4A



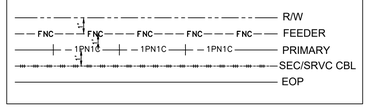
LOCATION SKETCH
N.T.S.







GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

ROW AGREEMENT

EASEMENTS REQUIRED

AS–BUILT COPY	AS–BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date

Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.

Supervisor's Signature / Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature / Date

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	

FPL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 4A

WR: 1134323 WR: D0113– 41 –323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 4

4B

1002 US-98

BØ–37KVA
BØ–25KVA
BØ–25KVA
BØ–25KVA

LEADING AØ–25KVA
TRAILING BØ–25KVA

AØ–37.5KVA
AØ–25KVA

3Ø–150KVA
3Ø–150KVA

CØ–75KVA

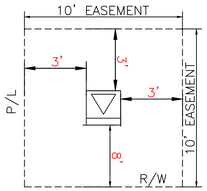
12.2

NOTE: INTERCEPT AND SPLICE EXISTING 3PH CONDUIT AND CABLE WITH PROPOSED 3PH CONDUIT AND CABLE.

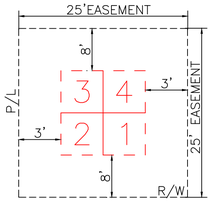
N

LOCATION SKETCH
N.T.S.

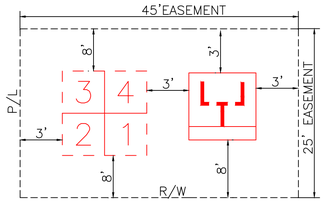
TYPICAL PMTX DETAIL



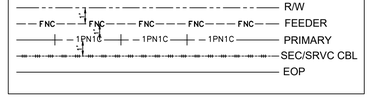
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

ROW AGREEMENT

EASEMENTS REQUIRED

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐				DESIGNED BY	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐				DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet				DATE	
Supervisor's Signature Date			PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD ☐ FAA ☐					MAP NO. –	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.			WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐					0 20 40 80 FEET	
Foreman's Signature Date		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐					

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY–90
DESTIN/OKALOOSA, FL

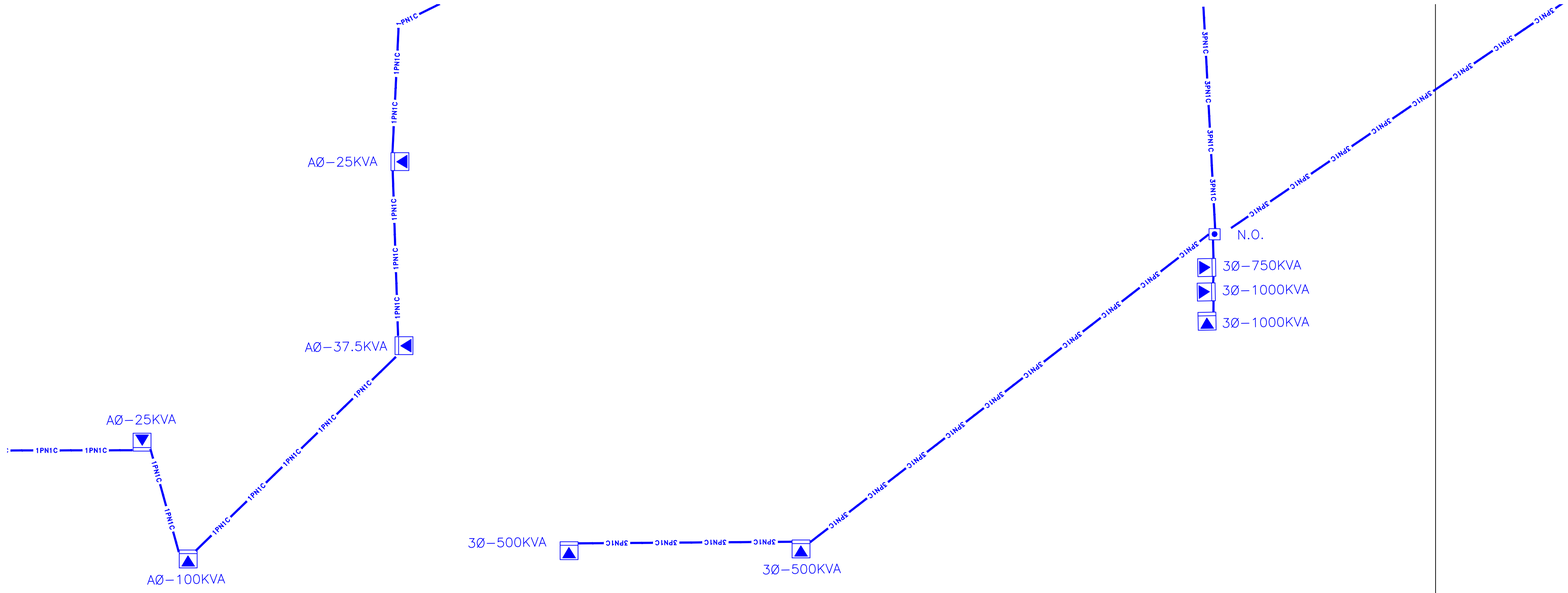
DWG NO. PAGE 4B

WR: 11341323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 4B

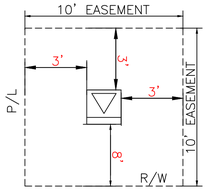


4C

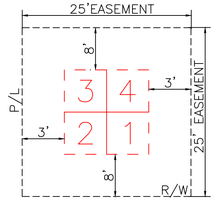


LOCATION SKETCH
N.T.S.

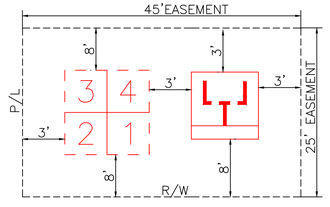
TYPICAL PMTX DETAIL



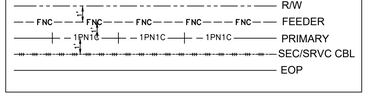
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.	Supervisor's Signature / Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	Foreman's Signature / Date

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐		
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐		
Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet		
	PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
		WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 4C

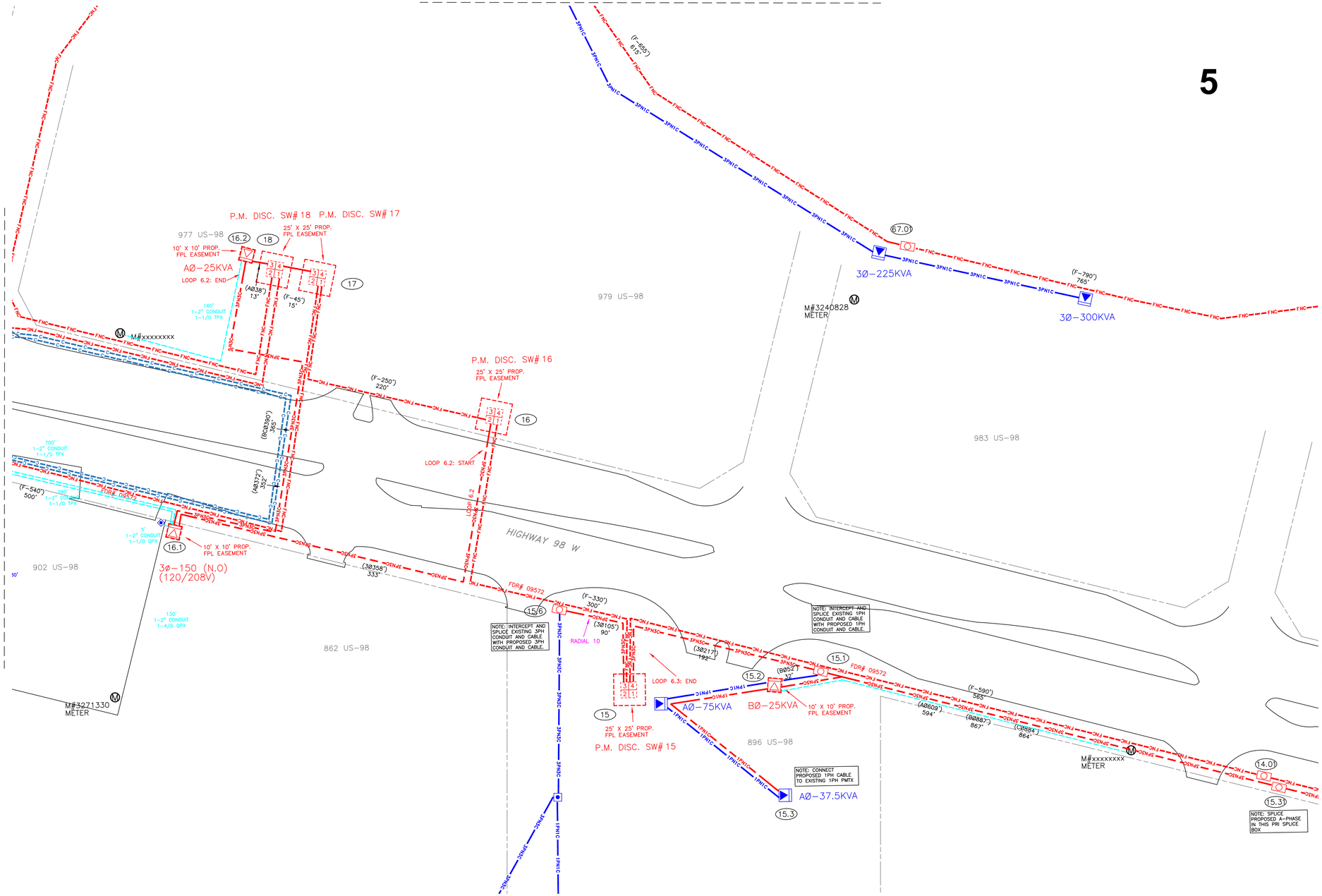
WR: 11341323 WR: D0113– 41 –323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

5

FOR CONTINUATION SEE PAGE 5A

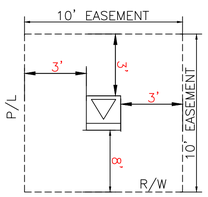


FOR CONTINUATION SEE PAGE 6

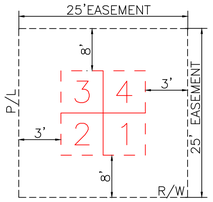
FOR CONTINUATION SEE PAGE 4

FOR CONTINUATION SEE PAGE 5B

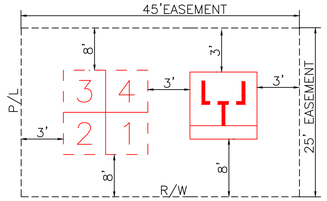
TYPICAL PMTX DETAIL



TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

R/W
FEEDER
PRIMARY
SEC/SRVC CBL
EOP

REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY	
Initials / Cert. Date	Foreman's Signature / Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE	
Supervisor's Signature / Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA; WMD / RR XING / COUNTY RD. / TRANSM.			MAP NO.	–
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		0 20 40 80 FEET	
Foreman's Signature / Date						DWG NO. PAGE 5	

M/A: NW

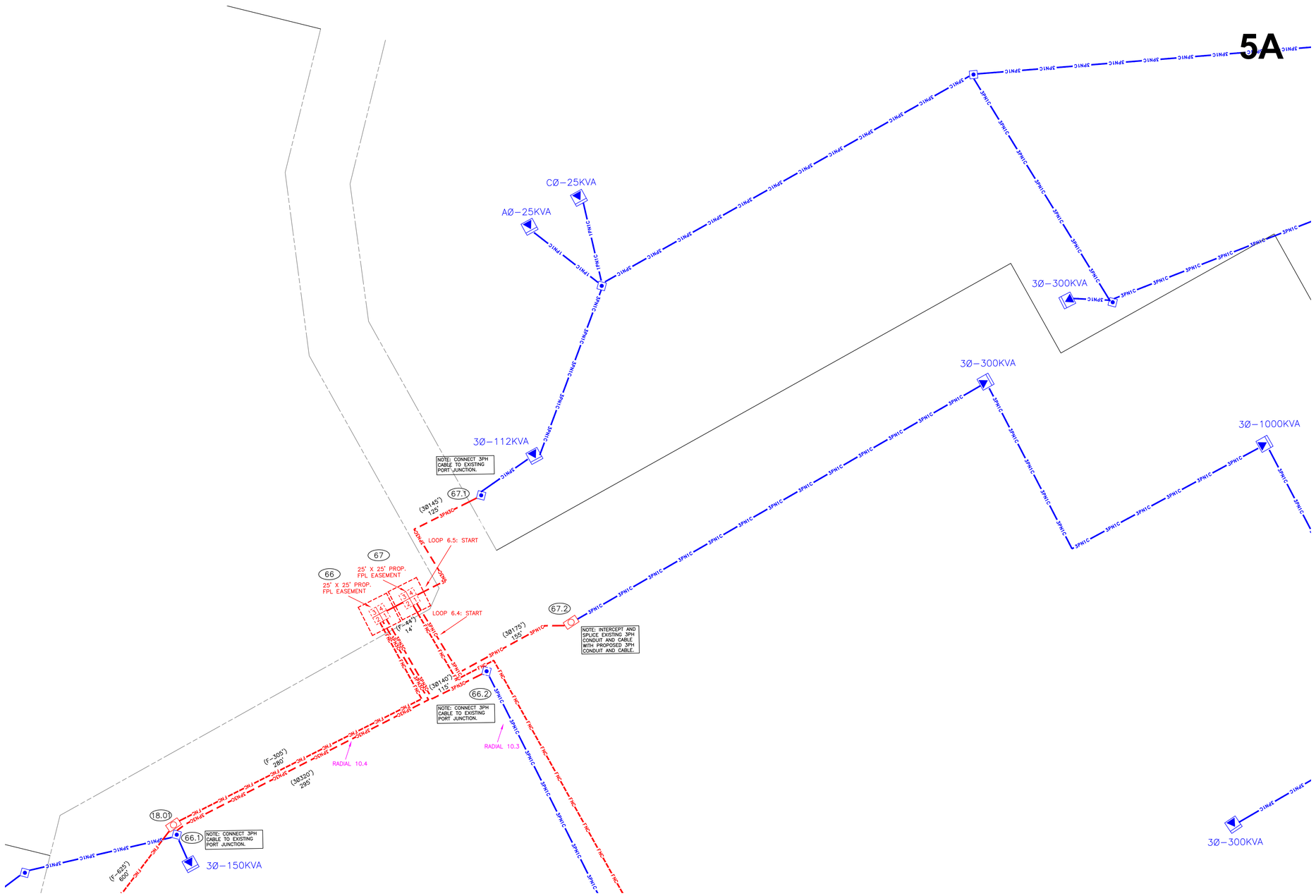
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL

WR: 1134323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

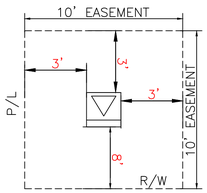
5A



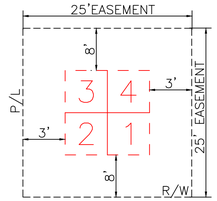
N

LOCATION SKETCH
N.T.S.

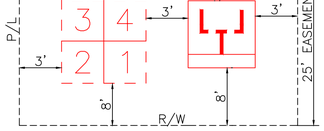
TYPICAL PMTX DETAIL



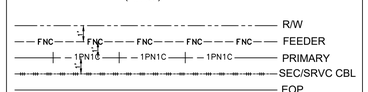
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 5

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials Cert. Date	Foreman's Signature Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature Date

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 5A

WR: 11341323 WR: D0113– 41 –323

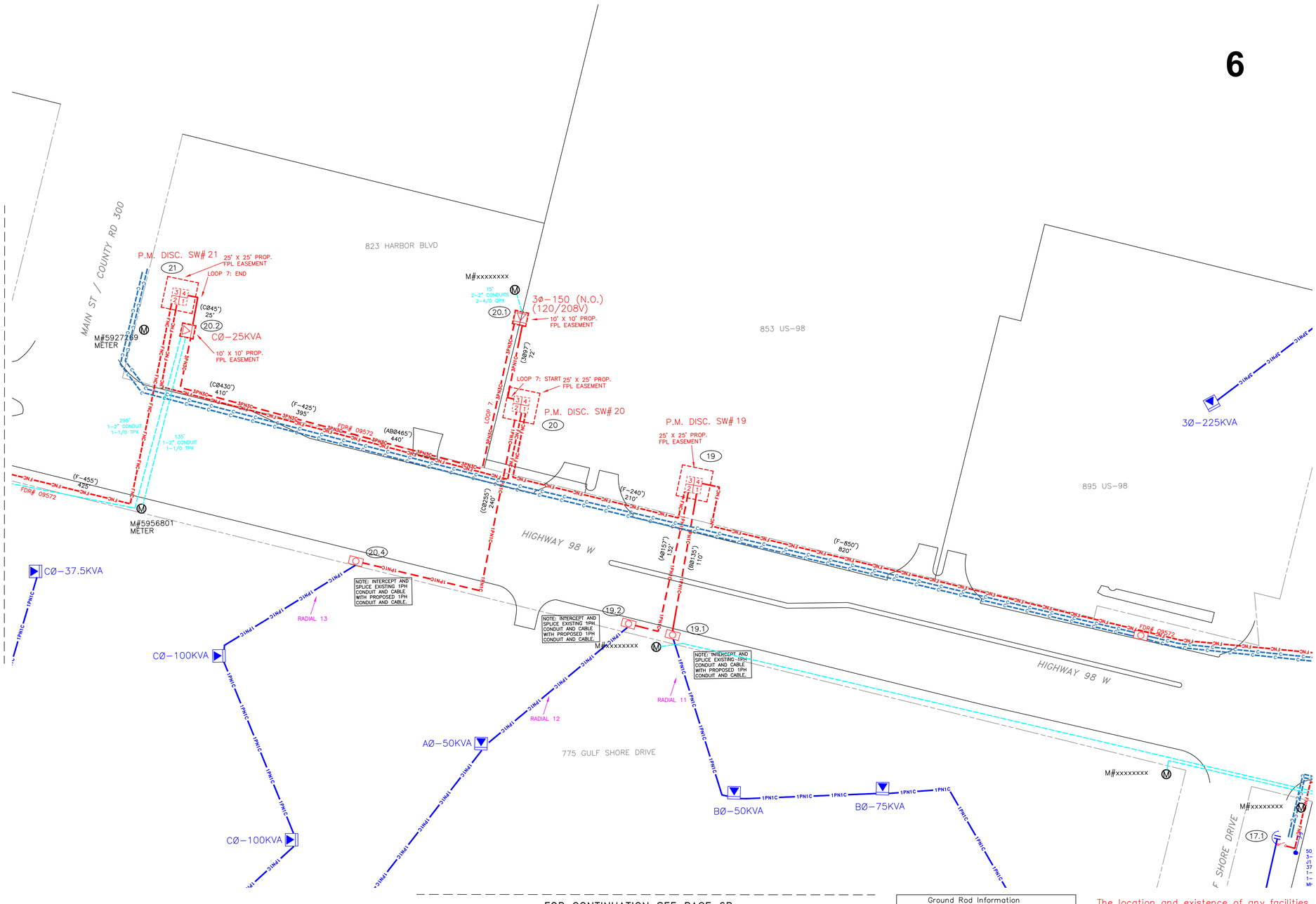
PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

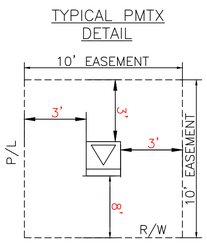
6

N

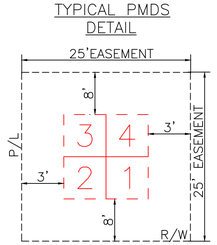
LOCATION SKETCH
N.T.S.



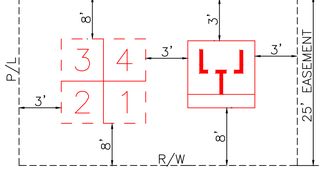
TYPICAL PMTX DETAIL



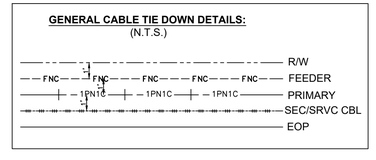
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

ROW AGREEMENT

EASEMENTS REQUIRED

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE	
Supervisor's Signature Date			PERMIT REQ'D: CITY, DR. DIST., COUNTY AIR, STATE RD, FAA; WMD, RR XING, COUNTY RD., TRANSM.			MAP NO.	–
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		0 20 40 80 FEET	
Foreman's Signature Date						DWG NO. PAGE 6	

M/A: NW

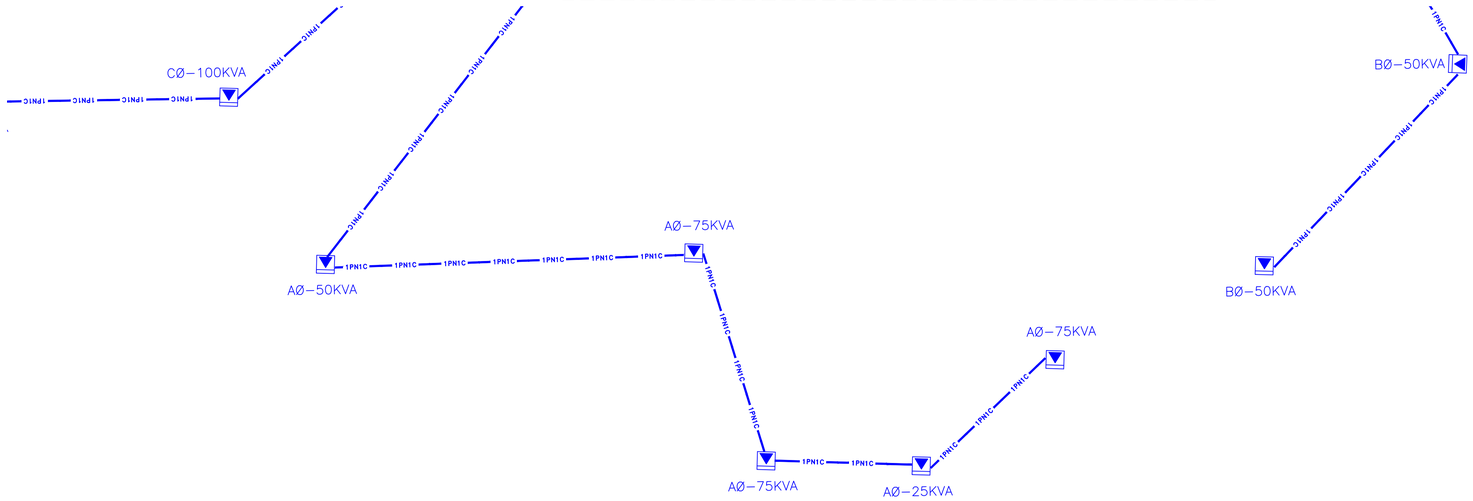
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL

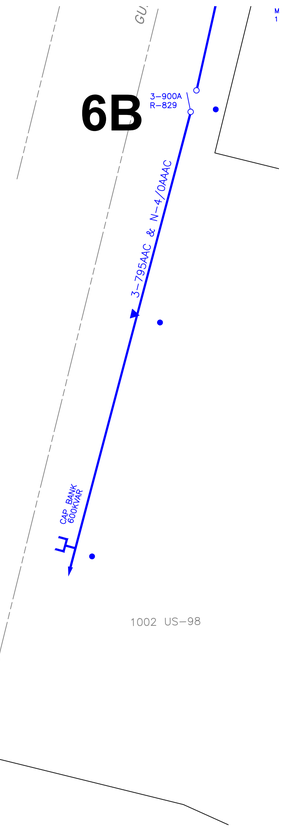
WR: 11341323 WR: D0113 – 41 – 323

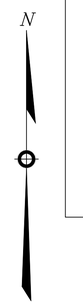
PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 6

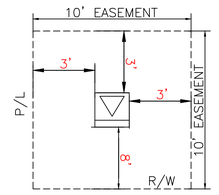




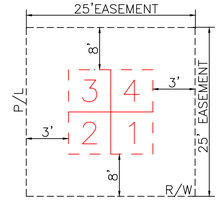


LOCATION SKETCH
N.T.S.

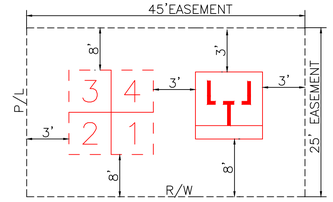
TYPICAL PMTX DETAIL



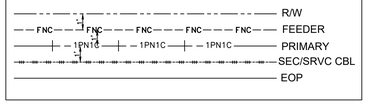
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐			Work with SMO? YES ☐ NO ☐			
Initials Cert. Date	Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐			CT/Special Mtr? YES ☐ NO ☐			
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.			Map Posting? YES ☐ NO ☐		Trench Feet			Duct Bank Feet			
Supervisor's Signature Date				PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					WMD	RR XING	COUNTY RD.	TRANSM.			
Foreman's Signature Date			Posted by		Telephone Request? YES ☐ NO ☐			CATV Request? YES ☐ NO ☐			

FPL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 6B

WR: 11341323 WR: D0113– 41–323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

N

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

FOR CONTINUATION SEE PAGE 8

743 HARBOR BLVD
747 HARBOR BLVD
745 HARBOR BLVD
753 HARBOR BLVD
751 HARBOR BLVD
791 HARBOR BLVD
123 MAIN ST
793 HARBOR BLVD
795 HARBOR BLVD
797 HARBOR BLVD
744 HARBOR BLVD
746 HARBOR BLVD
770 HARBOR BLVD
HARBOR BLVD / US HWY 98

M#3126431
M#5955410
M#5933325
3316502
M#5797367
M#5933309
UKNOWN
UNKNOWN
UNKNOWN

LOOP 10: START
LOOP 9: START
LOOP 8: START
LOOP 7.1: END
LOOP 7.1: START

P.M. DISC. SW# 26
P.M. DISC. SW# 25
P.M. DISC. SW# 24
P.M. DISC. SW# 23
P.M. DISC. SW# 22

BØ–50
AØ–75
3Ø–112

B25KVA TX

CONNECTED KVA:
A: 52.5 KVA
B: 87.5 KVA
C: 47.5 KVA

CONNECTED KVA:
A: 75 KVA
B: 75 KVA
C: 75 KVA

NOTE: INTERCEPT AND SPLICE EXISTING 2 SETS OF 1PH CONDUIT AND CABLE WITH 2 SETS OF PROPOSED 1PH CONDUIT AND CABLE.

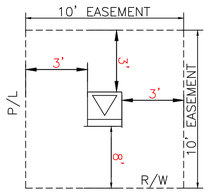
NOTE: INTERCEPT AND SPLICE EXISTING 3PH CONDUIT AND CABLE WITH PROPOSED 3PH CONDUIT AND CABLE.

NOTE: INTERCEPT AND SPLICE EXISTING FEEDER CONDUIT AND CABLE WITH PROPOSED FEEDER CONDUIT AND CABLE.

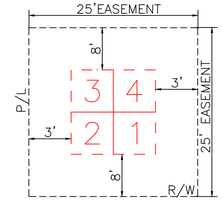
FOR CONTINUATION SEE PAGE 6

FOR CONTINUATION SEE PAGE 7A

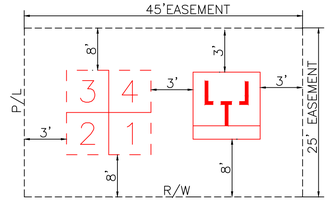
TYPICAL PMTX DETAIL



TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

R/W
FNC FNC FNC FNC FNC FEEDER
1PN1C 1PN1C 1PN1C PRIMARY
SEC/SRVC CBL
EOP

REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

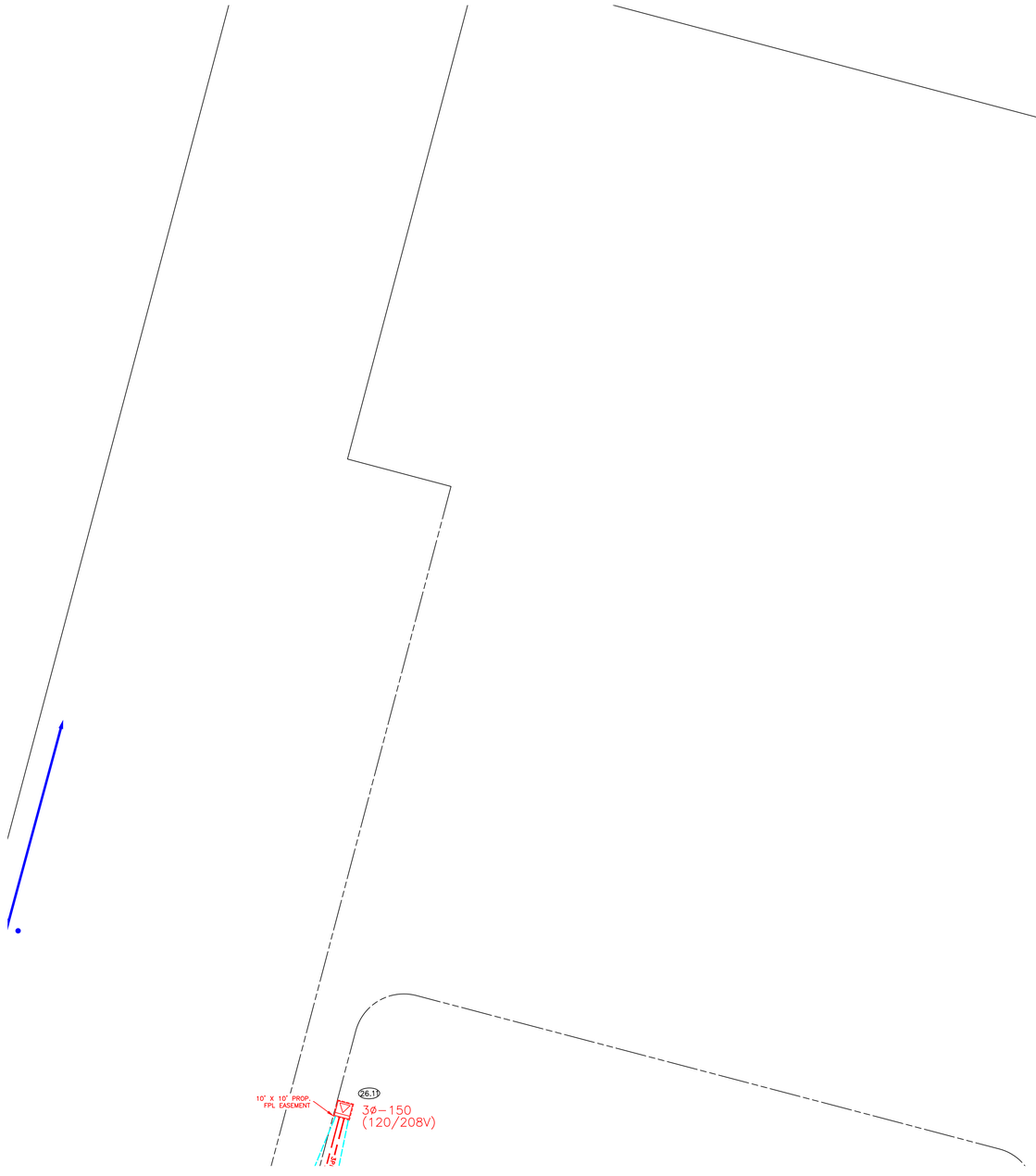
TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY		CITY OF DESTIN PHASE 1	
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE		**UG FOR CONSTRUCTION**	
Supervisor's Signature Date			PERMIT RECORD: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA; WMD / RR XING / COUNTY RD. / TRANSM.			MAP NO.	–	US HWY–90 DESTIN/OKALOOSA, FL	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		0 20 40 80 FEET		DWG NO. PAGE 7	
Foreman's Signature Date								WR: 11341323 WR: D0113 – 41 – 323	

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

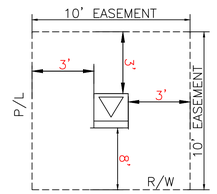
FOR CONTINUATION SEE PAGE 7



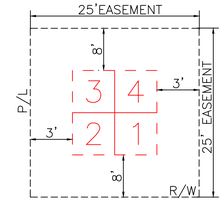
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

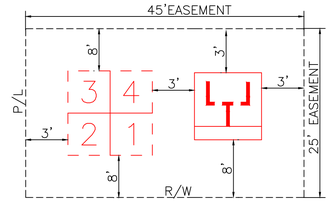
TYPICAL PMTX DETAIL



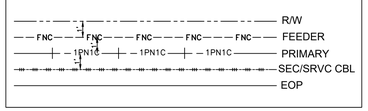
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

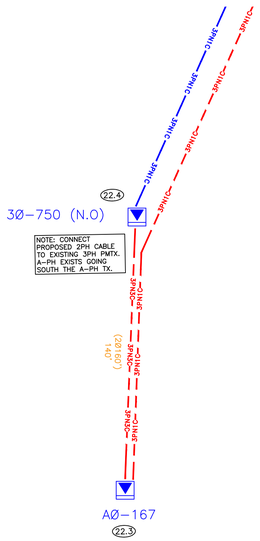
TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY		CITY OF DESTIN PHASE 1	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE		**UG FOR CONSTRUCTION**	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA			MAP NO.	–	US HWY-90 DESTIN/OKALOOSA, FL	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	PERMIT REQ'D: WMD / RR XING / COUNTY RD. / TRANSM.			0 20 40 80 FEET		DWG NO. PAGE 7A	
Foreman's Signature Date			Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐				WR: 113413**23** WR: D0113 – 41 –**323**	

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 7

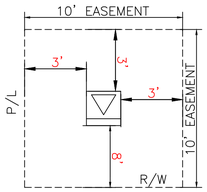


The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

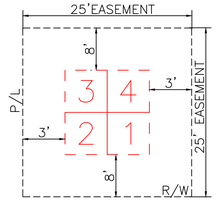


Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

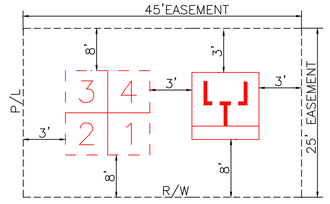
TYPICAL PMTX DETAIL



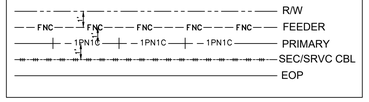
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐				DESIGNED BY	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐				DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet				DATE	
Supervisor's Signature Date			PERMIT RECORD: CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	MAP NO.	–
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	WMD	RR XING	COUNTY RD.	TRANSM.		0 20 40 80 FEET	
Foreman's Signature Date			Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 7A

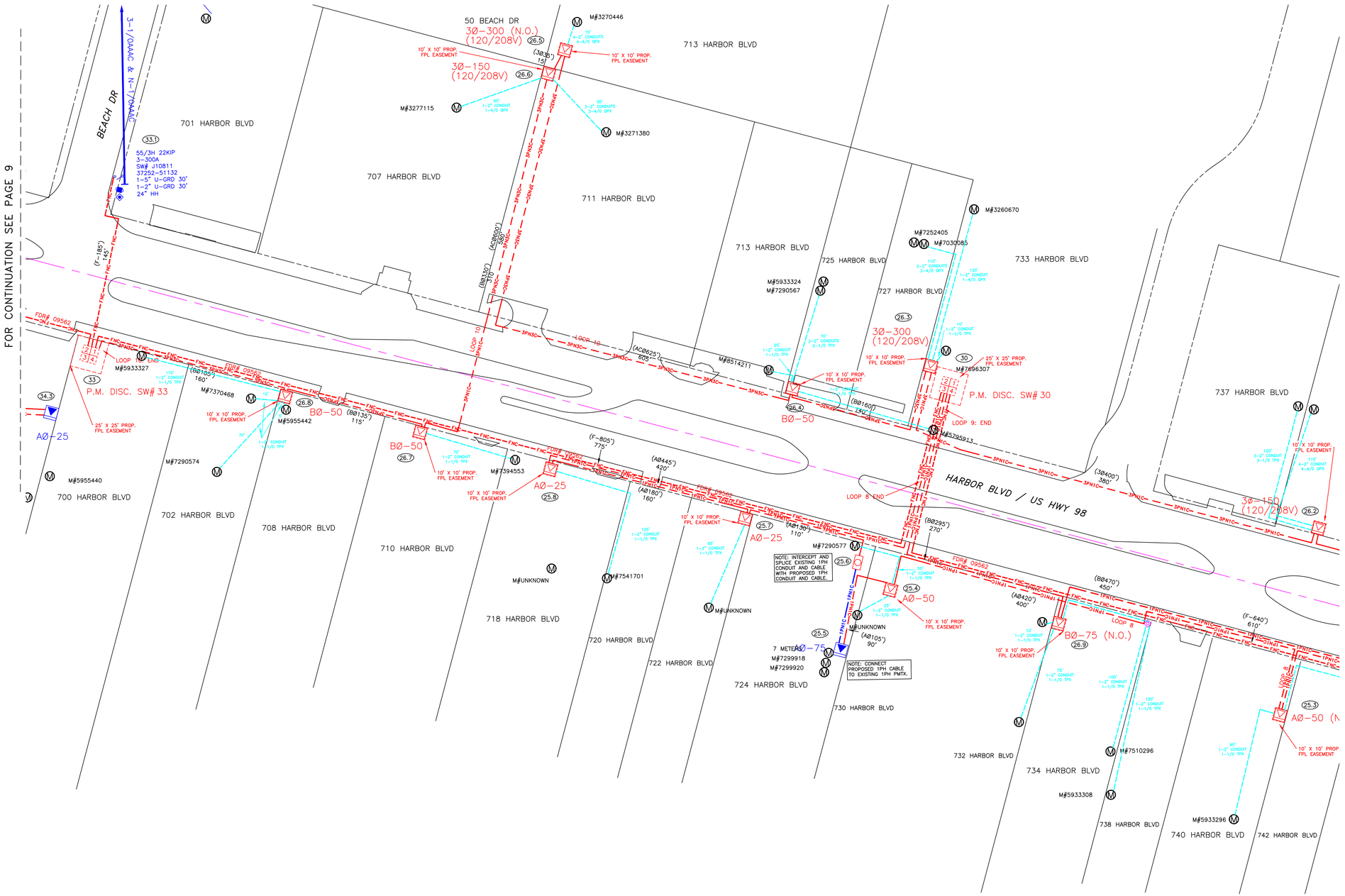
WR: 11341323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

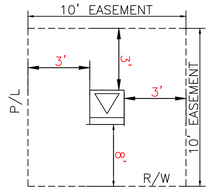
☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

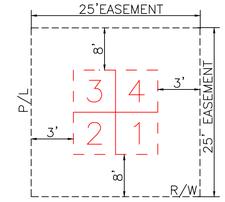
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



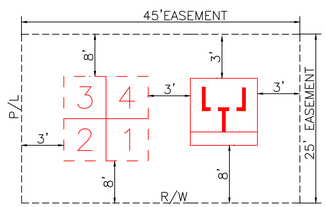
TYPICAL PMTX DETAIL



TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

R/W
FNC FNC FNC FNC FNC FEEDER
1PN1C 1PN1C 1PN1C PRIMARY
SEC/SRVC CBL
EOP

REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	DESIGNED BY	M/A: NW
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	DRAWN BY	CITY OF DESTIN PHASE 1
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	DATE	**UG FOR CONSTRUCTION**
Supervisor's Signature Date			PERMIT REQUIRED: CITY, DR. DIST., COUNTY AIR, STATE RD, FAA; WMD, RR XING, COUNTY RD., TRANSM.		MAP NO. –	US HWY-90 DESTIN/OKALOOSA, FL
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	0 20 40 80 FEET	DWG NO. PAGE 8
Foreman's Signature Date						WR: 11341323 WR: D0113 – 41 – 323

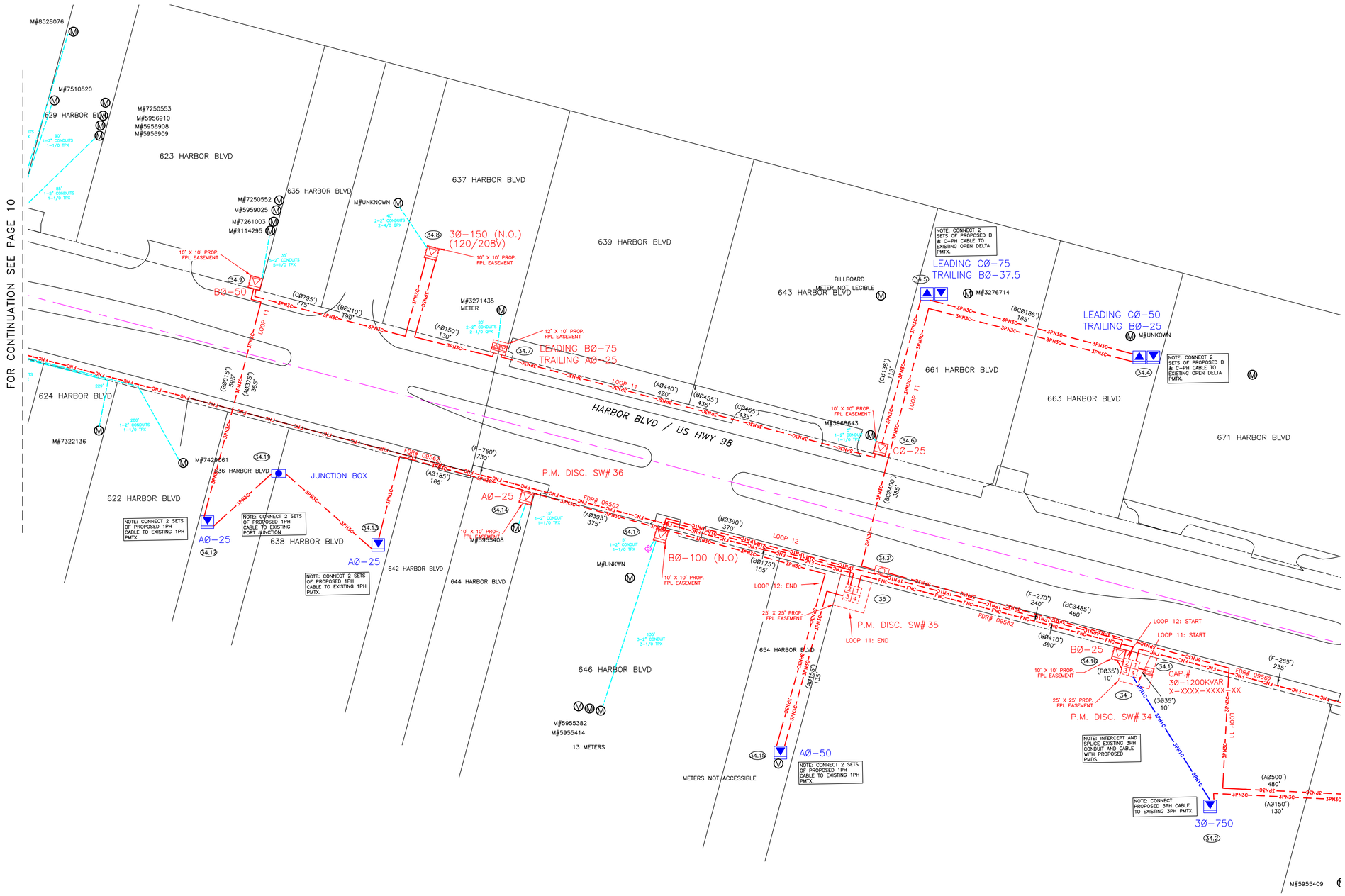
TWNP: 00S RNG: 00E SEC: 00 QTR: _____

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

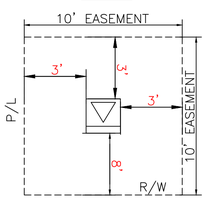
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

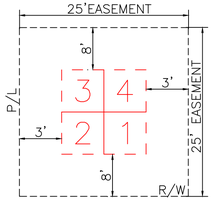


N

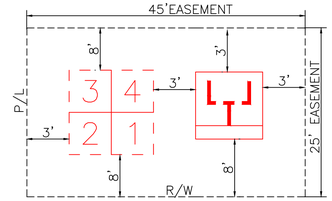
TYPICAL PMTX DETAIL



TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

- R/W
- FEEDER (FNC)
- PRIMARY (1PN1C)
- SEC/SRVC CBL
- EOP

REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	DESIGNED BY
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	DRAWN BY
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	DATE
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		MAP NO. –
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	0 20 40 80 FEET
Foreman's Signature Date					

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 9

WR: 11341323 WR: D0113 – 41 – 323

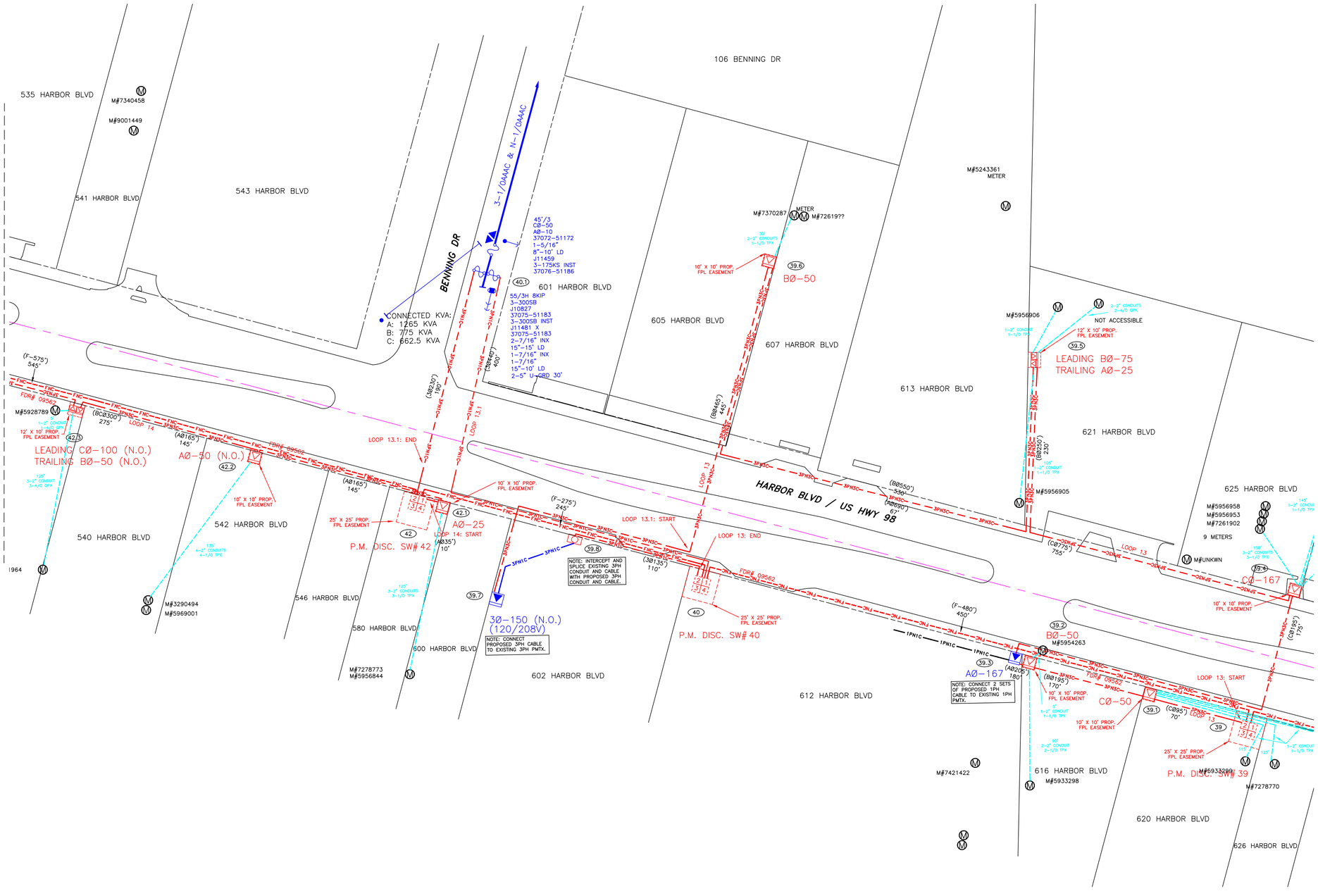
PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

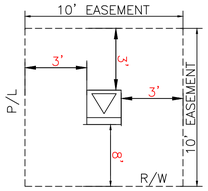
N

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

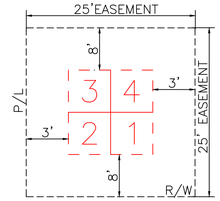
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



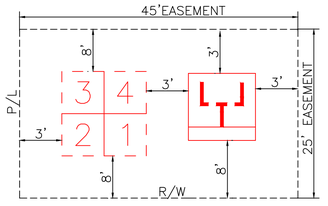
TYPICAL PMTX DETAIL



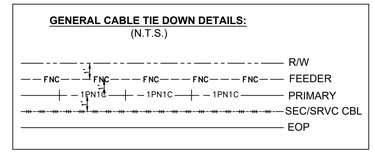
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

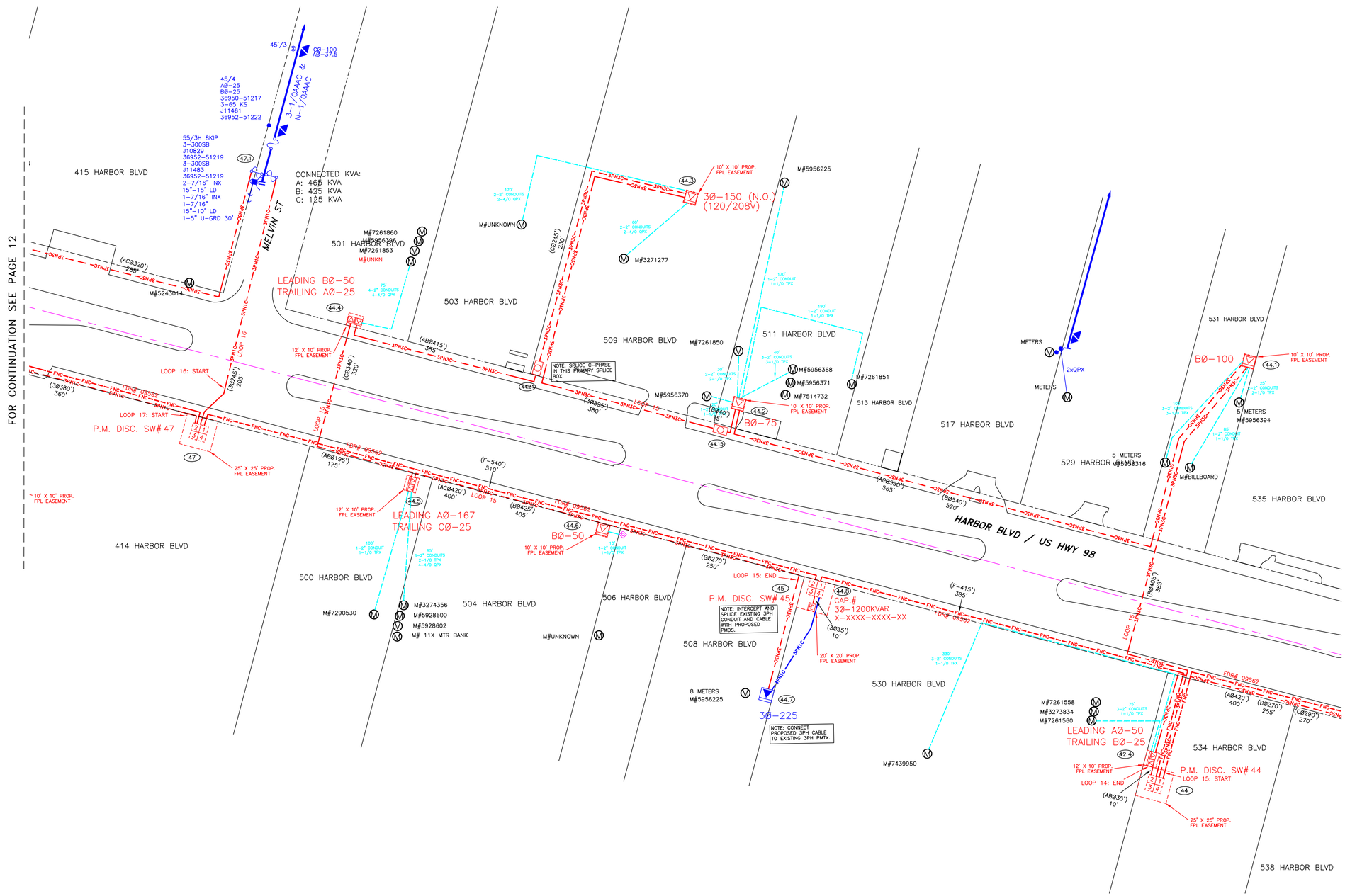
TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY		CITY OF DESTIN PHASE 1	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE		**UG FOR CONSTRUCTION**	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA; WMD / RR XING / COUNTY RD. / TRANSM.			MAP NO.	–	US HWY-90 DESTIN/OKALOOSA, FL	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		0 20 40 80 FEET		DWG NO. PAGE 10	
Foreman's Signature Date								WR: 11341323 WR: D0113 – 41 – 323	

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

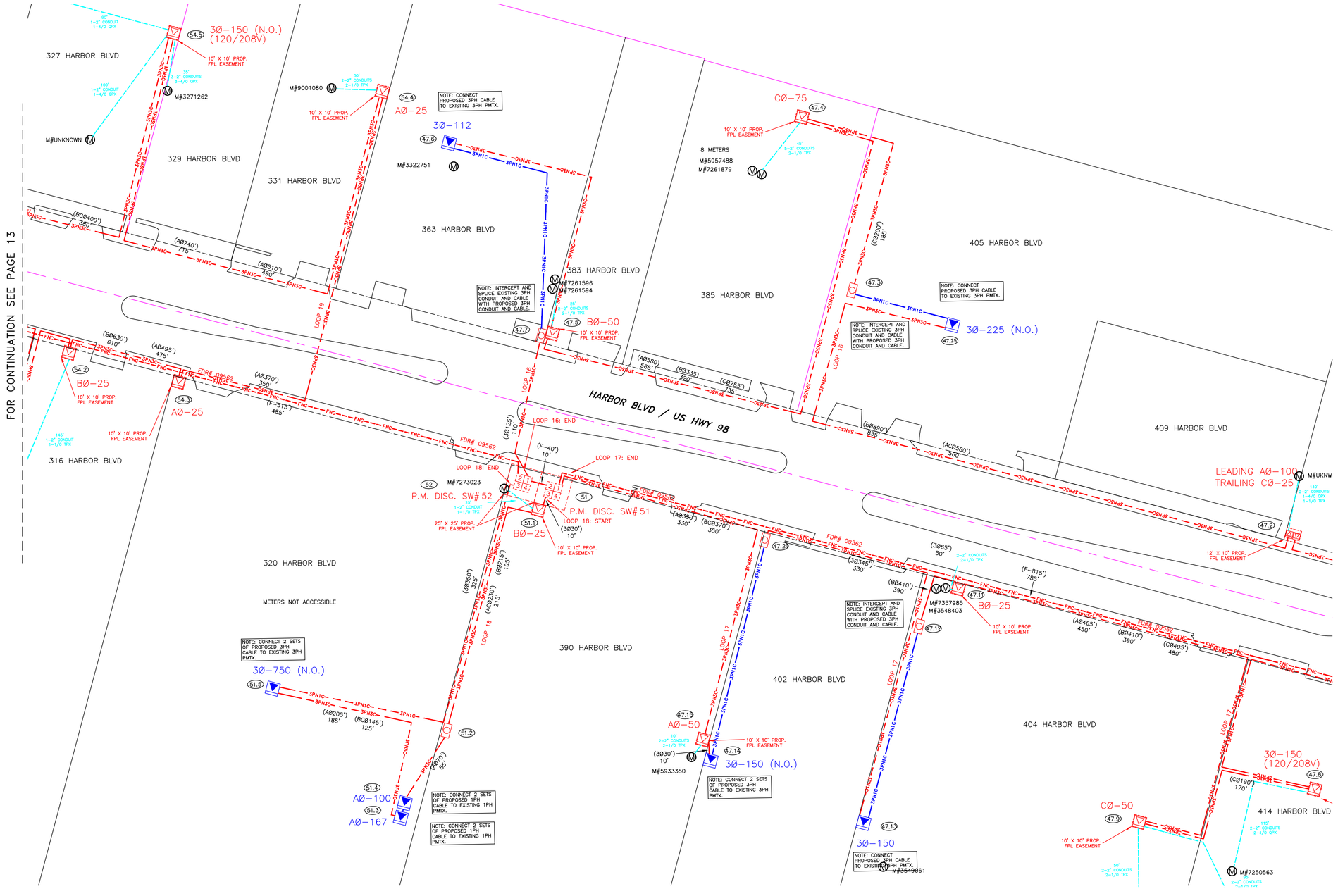

FOR CONTINUATION SEE PAGE 12
415 HARBOR BLVD
501 HARBOR BLVD
503 HARBOR BLVD
509 HARBOR BLVD
511 HARBOR BLVD
513 HARBOR BLVD
517 HARBOR BLVD
529 HARBOR BLVD
531 HARBOR BLVD
535 HARBOR BLVD
538 HARBOR BLVD
534 HARBOR BLVD
530 HARBOR BLVD
508 HARBOR BLVD
506 HARBOR BLVD
504 HARBOR BLVD
500 HARBOR BLVD
414 HARBOR BLVD
HARBOR BLVD / US HWY 98
MELVIN ST
45/3 Ø
CØ–100
AØ–375
3–1/0AAAC & N–1/0AAAC
45/4
AØ–25
BØ–25
36950–51217
3–65 KS
J11461
36952–51222
55/3H BKIP
3–300SB
J10829
36952–51219
3–300SB
J11483
36952–51219
2–7/16" INX
15"–15" LD
1–7/16" INX
1–7/16"
15"–10" LD
1–5" U–GRD 30'
CONNECTED KVA:
A: 465 KVA
B: 425 KVA
C: 125 KVA
M#7261860
M#5956368
M#7261853
M#UNKN
M#UNKNOWN
M#5243014
M#5956225
M#3271277
M#7261850
M#5956368
M#5956371
M#7514732
M#7261851
M#5956370
METERS
2xQPX
5 METERS
M#5956394
M#BILLBOARD
M#5956316
M#7261558
M#3273834
M#7261560
M#7439950
M#3274356
M#5928600
M#5928602
M# 11X MTR BANK
M#7290530
8 METERS
M#5956225
LEADING BØ–50
TRAILING AØ–25
LOOP 16: START
LOOP 17: START
P.M. DISC. SW# 47
25' X 25' PROP. FPL EASEMENT
10' X 10' PROP. FPL EASEMENT
12' X 10' PROP. FPL EASEMENT
3Ø–150 (N.O.) (120/208V)
BØ–75
BØ–100
LEADING AØ–167
TRAILING CØ–25
LEADING AØ–50
TRAILING BØ–25
BØ–50
3Ø–225
CAP.# 3Ø–1200KVAR X–XXXX–XXXX–XX
NOTE: SPLICE C–PHASE IN THIS PRIMARY SPLICE BOX.
NOTE: INTERCEPT AND SPLICE EXISTING 3PH CONDUIT AND CABLE WITH PROPOSED PMDS.
NOTE: CONNECT PROPOSED 3PH CABLE TO EXISTING 3PH PMTX.
LOOP 15: END
LOOP 15: START
LOOP 14: END
P.M. DISC. SW# 45
P.M. DISC. SW# 44
LOOP 15
LOOP 16
LOOP 17
FDR# 09562
(AØ8195') 175'
(AØ8340') 320'
(AØ8415') 365'
(3Ø380') 360'
(3Ø365') 380'
(BØ8340') 15'
(AØ8420') 400'
(BØ8425') 405'
(F–540') 510'
(BØ8540') 520'
(AØ8420') 565'
(BØ8270') 250'
(F–415') 385'
(BØ8405') 385'
(AØ8420') 400'
(BØ8270') 255'
(CØ8290') 270'
(3Ø335') 10'
(AØ8035') 10'
(AØ8320') 255'
(3Ø335') 205'
(3Ø335') 10'
(3Ø335') 15'
(3Ø335') 20'
(3Ø335') 30'
(3Ø335') 35'
(3Ø335') 40'
(3Ø335') 45'
(3Ø335') 50'
(3Ø335') 55'
(3Ø335') 60'
(3Ø335') 65'
(3Ø335') 70'
(3Ø335') 75'
(3Ø335') 80'
(3Ø335') 85'
(3Ø335') 90'
(3Ø335') 95'
(3Ø335') 100'
(3Ø335') 105'
(3Ø335') 110'
(3Ø335') 115'
(3Ø335') 120'
(3Ø335') 125'
(3Ø335')

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

N

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

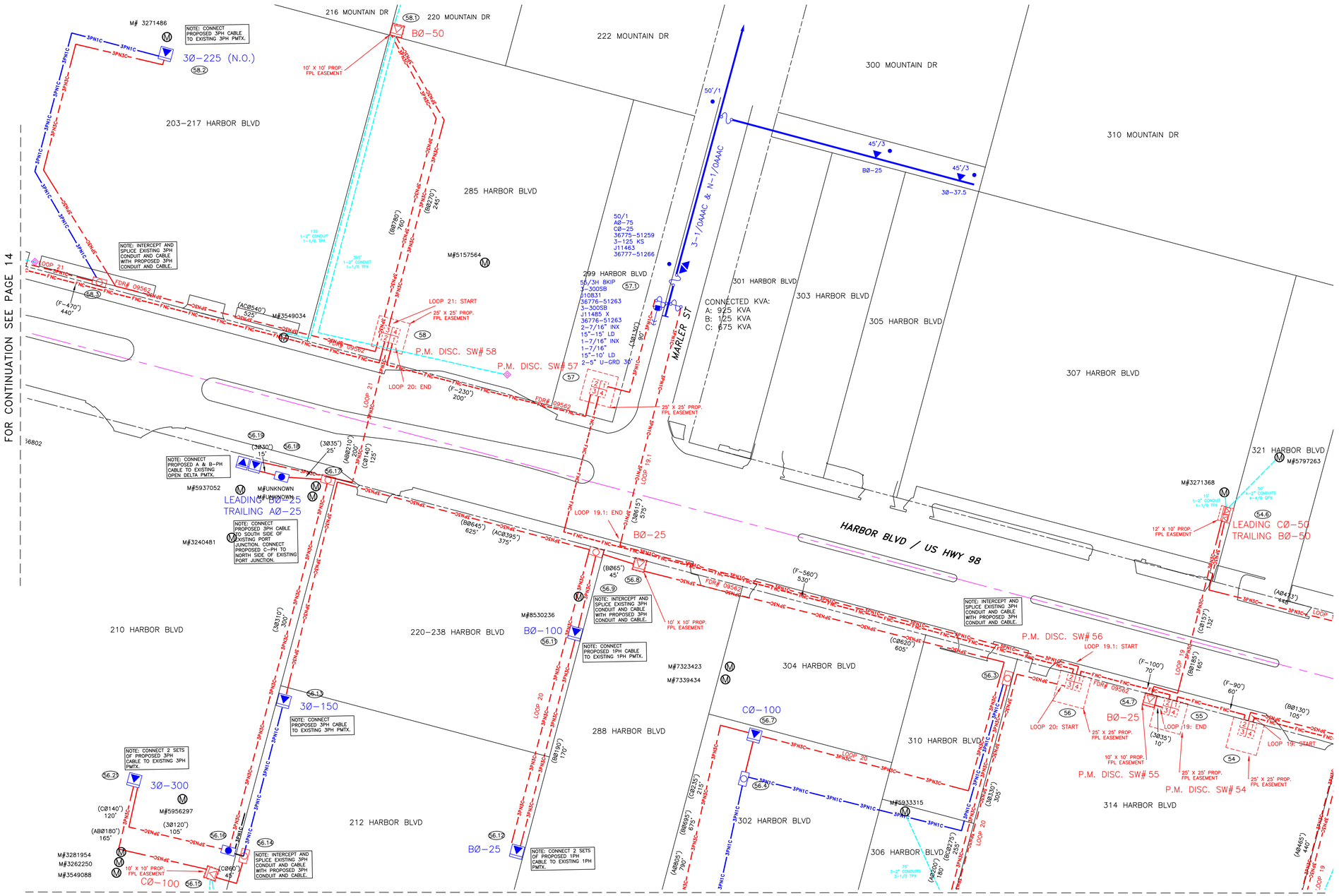

FOR CONTINUATION SEE PAGE 13
327 HARBOR BLVD
329 HARBOR BLVD
331 HARBOR BLVD
363 HARBOR BLVD
383 HARBOR BLVD
385 HARBOR BLVD
405 HARBOR BLVD
409 HARBOR BLVD
316 HARBOR BLVD
320 HARBOR BLVD
390 HARBOR BLVD
402 HARBOR BLVD
404 HARBOR BLVD
414 HARBOR BLVD
HARBOR BLVD / US HWY 98
3Ø–150 (N.O.) (120/208V)
M#9001080
M#3271262
M#UNKNOWN
M#3322751
AØ–25
3Ø–112
CØ–75
8 METERS
M#5957488
M#7261879
M#7261596
M#7261594
BØ–50
3Ø–225 (N.O.)
BØ–25
AØ–25
M#7273023
P.M. DISC. SW# 52
P.M. DISC. SW# 51
BØ–25
METERS NOT ACCESSIBLE
3Ø–750 (N.O.)
AØ–100
AØ–167
AØ–50
3Ø–150 (N.O.)
M#5933350
M#7357985
M#3548403
BØ–25
3Ø–150
M#3549861
LEADING AØ–100
TRAILING CØ–25
M#UKNW
CØ–50
3Ø–150 (120/208V)
M#7250563
NOTE: CONNECT PROPOSED 3PH CABLE TO EXISTING 3PH PMTX.
NOTE: INTERCEPT AND SPLICE EXISTING 3PH CONDUIT AND CABLE WITH PROPOSED 3PH CONDUIT AND CABLE.
NOTE: CONNECT 2 SETS OF PROPOSED 3PH CABLE TO EXISTING 3PH PMTX.
NOTE: CONNECT 2 SETS OF PROPOSED 1PH CABLE TO EXISTING 1PH PMTX.
10' X 10' PROP. FPL EASEMENT
25' X 25' PROP. FPL EASEMENT
12' X 10' PROP. FPL EASEMENT
FDR# 09562
LOOP 16: END
LOOP 17: END
LOOP 18: END
LOOP 18: START
LOOP 16
LOOP 17
LOOP 18
(BC8400') 380'
(AØ740') 715'
(AØ510') 490'
(BØ630') 610'
(AØ495') 475'
(AØ370') 350'
(F–515') 485'
(AØ580') 565'
(BØ335') 320'
(CØ755') 730'
(CØ200') 185'
(BØ890') 855'
(AC0580') 560'
(F–40') 10'
(3Ø30') 10'
(3Ø35') 325'
(BØ215') 195'
(AØ230') 215'
(BC0370') 350'
(3Ø45') 330'
(3Ø65') 50'
(BØ410') 390'
(AB465') 450'
(CØ495') 480'
(F–815') 785'
(BC0145') 125'
(AØ205') 185'
(BC0) 55'
(BØ130') 110'
(3Ø30') 10'
(3Ø30') 10'
(CØ190') 170'
(3Ø30') 10'
(3Ø30') 10'
(3Ø30') 10

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

N



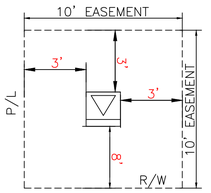
FOR CONTINUATION SEE PAGE 14

FOR CONTINUATION SEE PAGE 12

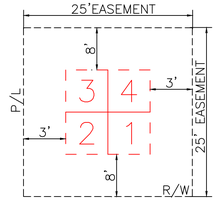
FOR CONTINUATION SEE PAGE 13A

FOR CONTINUATION SEE PAGE 13A

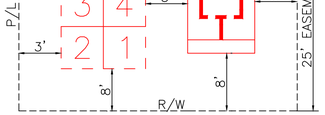
TYPICAL PMTX DETAIL



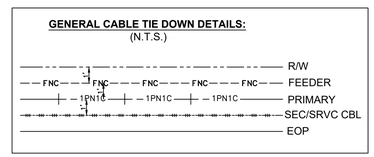
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

AS–BUILT COPY	AS–BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT FIELD: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	

FPL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY–90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 13

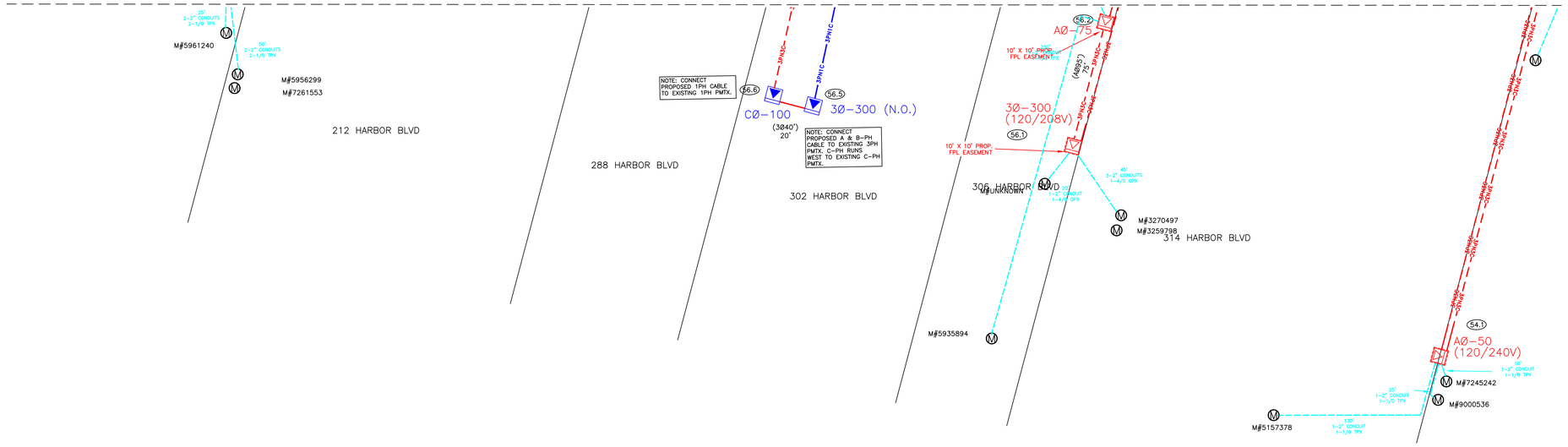
WR: 11341323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 13

FOR CONTINUATION SEE PAGE 13

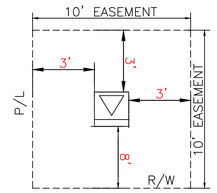


N

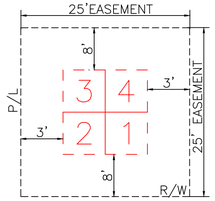
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

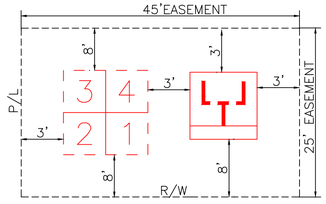
TYPICAL PMTX DETAIL



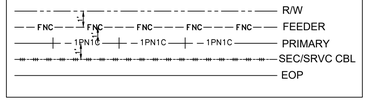
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

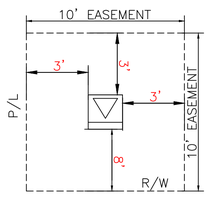
TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐				DESIGNED BY		M/A: NW	CITY OF DESTIN PHASE 1
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐				DRAWN BY			**UG FOR CONSTRUCTION**
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet				DATE			US HWY-90
Supervisor's Signature Date			PERMIT RECD: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA					MAP NO.	–		DESTIN/OKALOOSA, FL
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	WMD / RR XING / COUNTY RD. / TRANSM.					0 20 40 80 FEET		DWG NO.	PAGE 13A
Foreman's Signature Date			Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐						WR:	11341323 WR: D0113 – 41 – 323

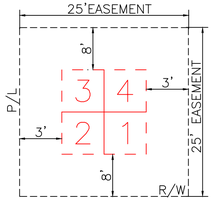
PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

TYPICAL PMTX DETAIL

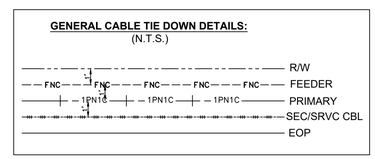


TYPICAL PMDS DETAIL

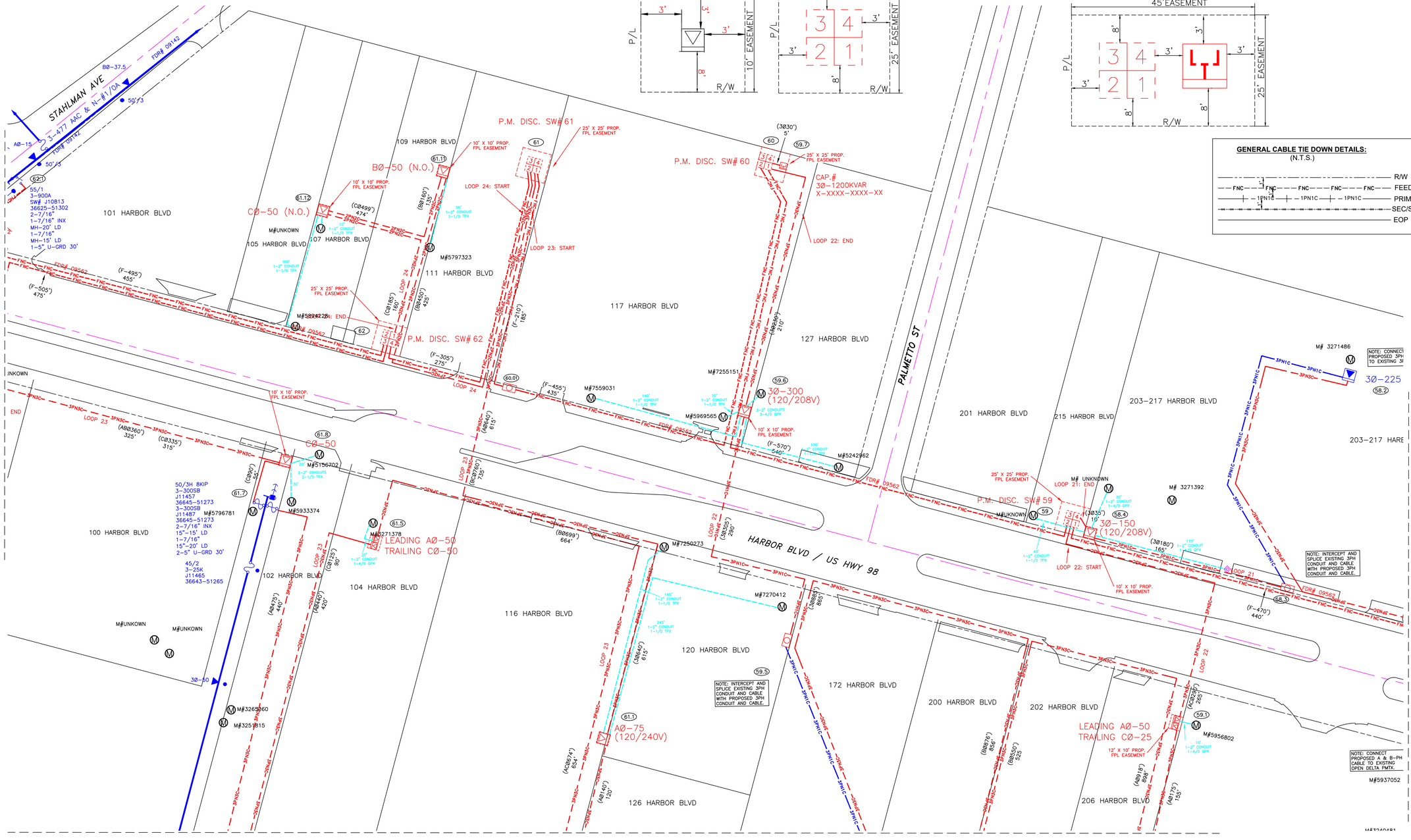


TYPICAL PMDS W/CAP BANK DETAIL

GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)







Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature / Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature / Date

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
Posted by		PERMIT RECD	CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-

0 20 40 80 FEET

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

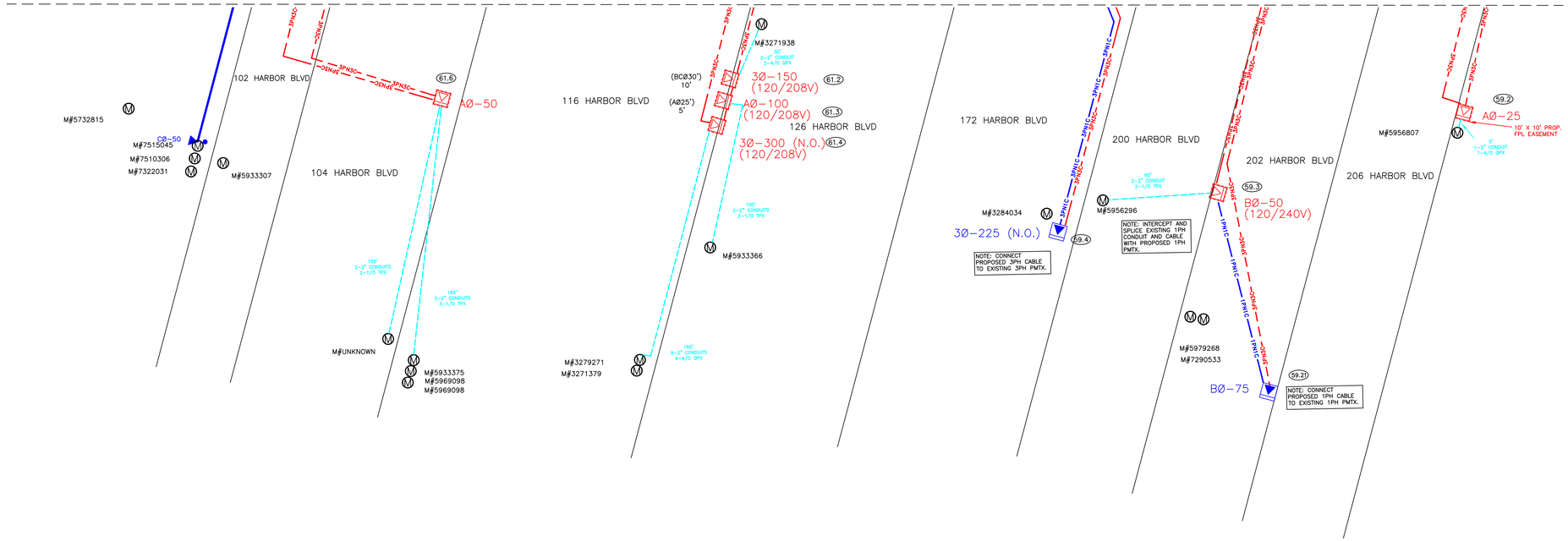
DWG NO. PAGE 14

WR: 11341323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 14



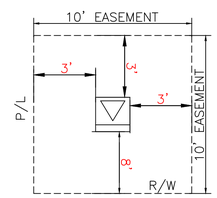
FOR CONTINUATION SEE PAGE 14

N

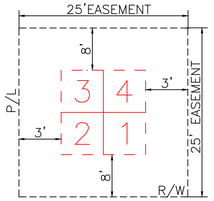
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

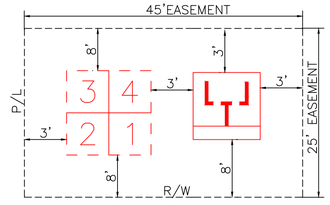
TYPICAL PMTX DETAIL



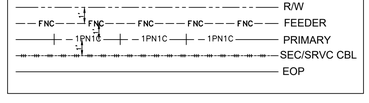
TYPICAL PMDS DETAIL



TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

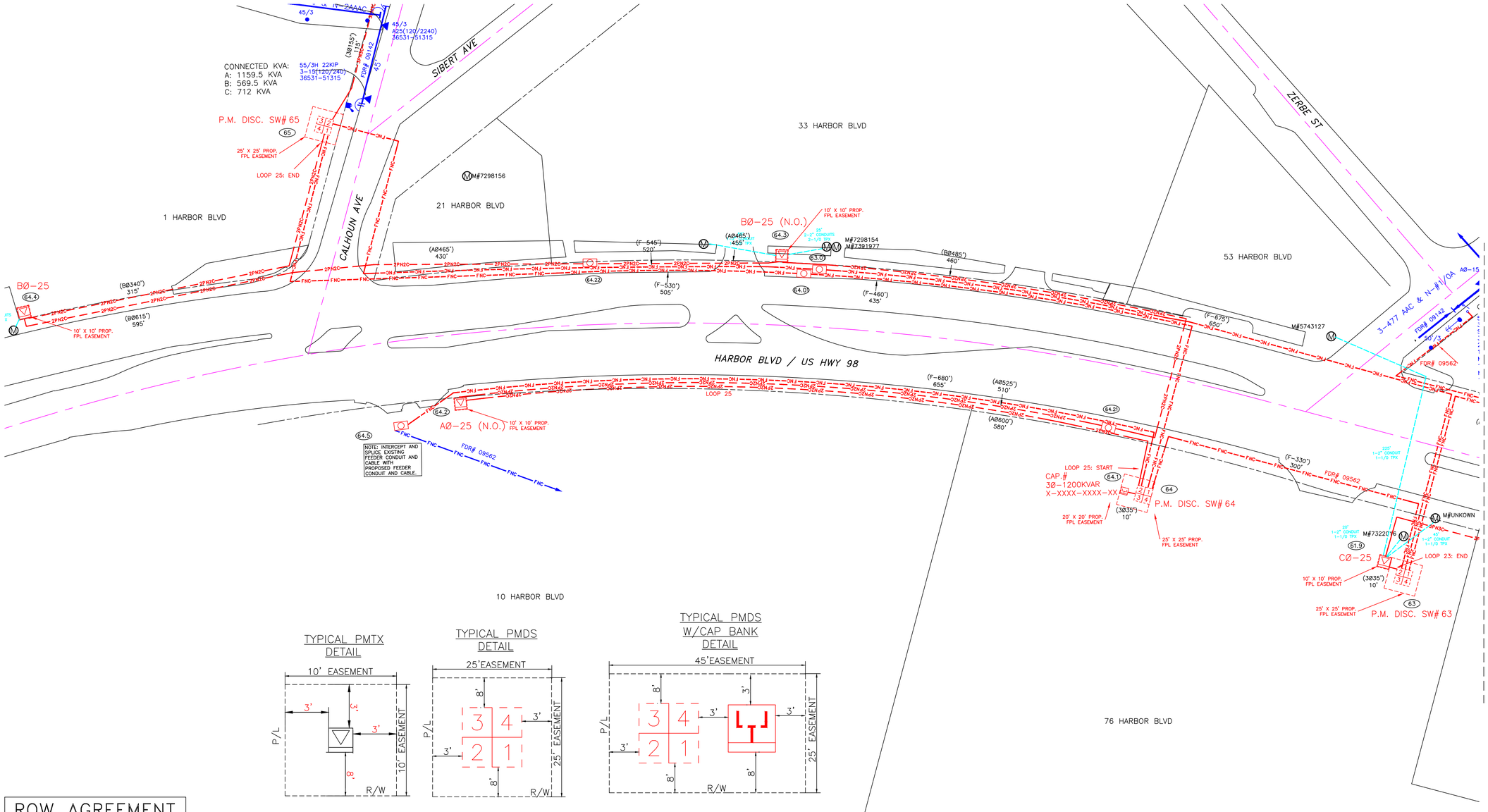
EASEMENTS REQUIRED

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY		CITY OF DESTIN PHASE 1	
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE		**UG FOR CONSTRUCTION**	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA			MAP NO.	–	US HWY–90 DESTIN/OKALOOSA, FL	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	WMD / RR XING / COUNTY RD. / TRANSM.			0 20 40 80 FEET		DWG NO. PAGE 14B	
Foreman's Signature Date			Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐				WR: 11341323 WR: D0113– 41 –323	

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO–NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐



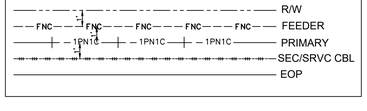
CONTINUATION SEE PAGE 14

TYPICAL PMTX DETAIL

TYPICAL PMDS DETAIL

TYPICAL PMDS W/CAP BANK DETAIL

GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT			Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW	CITY OF DESTIN PHASE 1
Initials Cert. Date	Foreman's Signature Date			Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY			**UG FOR CONSTRUCTION**
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		DATE			US HWY-90
Supervisor's Signature Date					PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD ☐ FAA ☐			MAP NO.	–		DESTIN/OKALOOSA, FL
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐			0 20 40 80 FEET		DWG NO.	PAGE 15
Foreman's Signature Date				Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐				WR: 11341323	WR: D0113 – 41 – 323

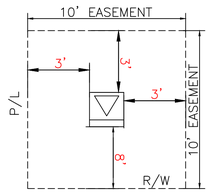
PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐

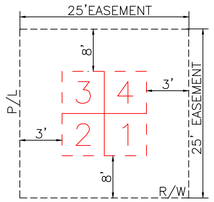
ROW AGREEMENT

EASEMENTS REQUIRED

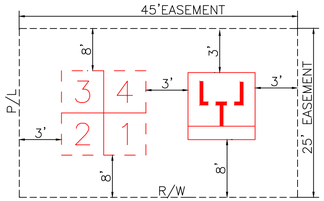
TYPICAL PMTX DETAIL



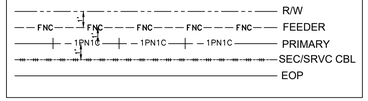
TYPICAL PMDS DETAIL

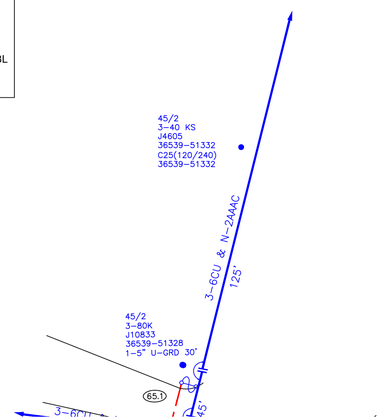


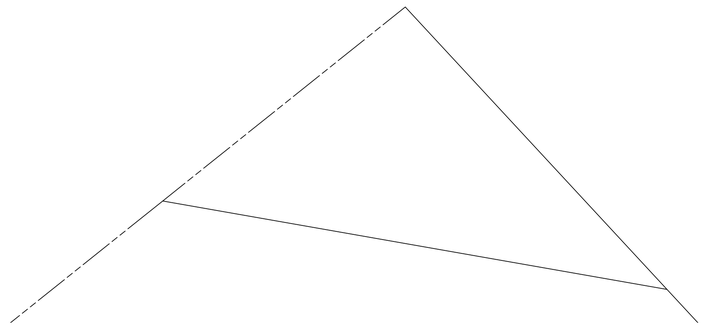
TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)







FOR CONTINUATION SEE PAGE 14

N

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY — Initials — Cert. Date
AS-BUILT CREW PRINT — Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☐ NO ☐
Posted by

Survey/Stake? YES ☐ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet

PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD ☐ FAA ☐ WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐

Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	–

0 20 40 80 FEET

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

M/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 15A
WR: 11341323 WR: D0113 – 41 – 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

REQUEST FOR PROPOSALS

RFP NO. 24-01-ENG
PHASE I
UTILITY UNDERGROUND CONVERSION
FEBRUARY 22, 2024



ORIGINAL

Proposed By:
Accurate Drilling Systems, Inc.
49 N. Industrial Loop
Labelle, Florida 33935
Mr. Juan Martinez

ADS
Accurate Drilling Systems, Inc.

Proposed To:
City of Destin, Florida
Mr. Rey Bailey, City Clerk

REQUEST FOR PROPOSALS

RFP NO. 24-01-ENG
PHASE I
UTILITY UNDERGROUND CONVERSION
FEBRUARY 22, 2024



Proposed By:
Accurate Drilling Systems, Inc.
49 N. Industrial Loop
Labelle, Florida 33935
Mr. Juan Martinez

ADS
Accurate Drilling Systems, Inc.

Proposed To:
City of Destin, Florida
Mr. Rey Bailey, City Clerk

TABLE OF CONTENTS



Letter of Interest	1
Contractor Qualification, Ability, & Experience	5
Contractor Personnel Qualification and Experience	11
Interactions with City and regulatory Agency Staff	21
Timely Completion of Projects	27
Surveys of Past Performance	29
Price Proposals / Schedule of Values	32
Forms	33

Tab 1
LETTER OF INTEREST



We know how to build complicated projects for our clients and have a long track record of success.

ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

TAB 1 – LETTER OF INTEREST

February 22, 2024

Mr. Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

Re: RFP #24-01-ENG Phase 1 Utility Underground Conversion

Dear Mr. Bailey and Bid Committee Members,

Accurate Drilling Systems, Inc. (ADS) is honored for the opportunity to present our unique qualifications for the City of Destin Phase 1 Utility Underground Conversion project. You will find within our proposal our unwavering commitment to our clients, the coastal communities we have the privilege of working for, and our ability to partner with FPL's PM Hau Tran to successfully perform underground conversion projects.

There are some key points that we would like to present;

- ✓ We hope that you reach out to all of our clients where we have performed similar coastal FPL underground conversions to hear directly from them of our ability to provide quality work while providing cost efficiency.

- ✓ Additionally, you will find that we are very schedule driven to exceed our client's expectations with project completion time frames. Being familiar with working in coastal communities performing underground conversion projects, it's important to be mindful of seasonality and the impacts the work may have on residents & businesses - we do this very well!

- ✓ We are successfully working with the CITY of GULF BREEZE's FPL underground conversion project. We believe we are the only one working on an FPL underground conversion project that involves the compatibility between the old Gulf Power and the new FPL infrastructure – basically, the old Gulf Power infrastructure has differences when installing the new FPL system and has to be accounted for. No learning curve!

- ✓ We also believe we are the only one working an FPL underground conversion project here locally that involves the same Utility Communications companies that will be involved on your undergrounding project. We have already built great relationships with them and have an understanding of what their expectations are – no learning curve!

We have hand-selected our team to provide the City the strongest and most experienced team for this project. Juan and our team have decades of experience working on both coastal and inland public projects with FPL. There is no learning curve for our team as we have worked with FPL, we understand the requirements and how these projects are built, including but not limiting the Carrier's involvement. We communicate extremely well with our clients' staff to make sure we understand their needs and expectations are always being met. ADS has a proud relationship with our clients, as well as valuable relationships with all of our subcontractors. We believe our team's past experience, stellar communication, detailed quality control and our intense safety program combined with our history of working within coastal 'boutique' communities makes the ADS team the best team **to deliver this project on-time and under budget.**

We truly care about what we do and what that means for you!

WE BELIEVE YOUR DEDICATED PM WILL BE AN EXTREMELY CRITICAL POSITION TO COMPLETING A SUCCESSFUL PROJECT! THE PM SHOULD BE AVAILABLE AND ON-SITE. THEY SHOULD BE VERY FAMILIAR WITH HAU TRAN WITH FPL EXPECTATIONS. THE PM SHOULD HAVE A RESUME REFLECTING THEY HAVE BEEN INVOLVED WITH NUMEROUS SUCCESSFUL FPL UNDERGROUND PROJECTS. WE HOPE YOU CONSIDER OUR PROPOSED PM FOR THIS PROJECT AGAINST ANY OTHERS THAT SUBMIT TO ENSURE YOU HAVE THE RIGHT FIT FOR YOUR PROJECT.

Our team will be led by Juan Martinez of JM Underground, LLC who will remain your project manager throughout pre-construction, logistics planning, carrier communication and the entire construction process from start to finish. Juan will be your single point of contact throughout the entire process from this RFP proposal to the finish line. Mario Acevedo, the Vice President of Accurate Drilling Systems, Inc. will be the signatory to any contractual documents.

Understanding.

ADS understands the City undergrounding conversion is divided into seven phases with this specific RFP being Phase 1 of the project. We understand Phase 1 project services will include construction of all required FPL, Cox Communication, Century Link and UnitFiber underground infrastructure, design and coordination services associated with the installation of Phase 1, FPL street light conduit system, including final certifications and as-built drawings. The entirety of this Phase 1 has an 18-month completion goal of all proposed infrastructure from the City-issued NTP. This underground conversion project has numerous similarities as your neighboring community of “Gulf Breeze” that it involves most of the same utility owners, scope, and working along a commercial section of US 98. We put a lot of thought into Phase 1’s approach to determine a plan to construct the project in a manner that has a very minimal impact on residents, visitors, business, and traffic flow. We want the community to be excited about the project’s progress so we will do our part to ensure we successfully manage it similar to Gulf Breeze and will approach the project within the City of Destin to make sure the community work is successfully completed as we do with all of our projects.

Working with FPL.

ADS, J&M Undergrounding, and most of our staff for this project have all been involved with numerous FPL underground conversions projects. In fact, we are often asked by some of the major undergrounding companies across the state to be sub-contractor to perform some of the most challenging components of these type projects. Most of our team members enjoy working with FPL’s PM, Mr. Hau Tran, and try to create a strong partnership so we can be extremely efficient for our clients.

Your dedicated Project Manager, Juan Martinez, has 16 years of experience working on several FPL underground conversions projects. Mr. Martinez has established a successful and positive working relationship with Mr. Hau Tran. **Mr. Martinez has developed an exceptional familiarity with Mr. Tran and has successfully met the stellar expectations set by him and FPL.** Mr. Martinez most recent experience comes from constructing the underground conversion for the City of Gulf Breeze, Bradenton Beach, and the Town of Longboat Key with a past employer. These communities have similar, unique challenges as the City of Destin and both of these projects were under the exclusive management of Mr. Martinez.

Unlike most contractors, ADS visually inspects what calls to be converted. We do not assume the design from FPL is 100% accurate. **We work with FPL and their teams to ensure its correct the first time thus eliminating change orders and a potential increase to the City.** This type of working relationship

is imperative for an on-time and under budget project. ADS is that contractor to bring this already established relationship with FPL to the City.

Working with Carriers.

Just as critical, working with the respective Carriers is extremely important for schedule and cost efficiencies. We coordinate extremely well with the Carriers to ensure that their work is reviewed and considered during the overall planning. By working closely with them we can help identify some things they may have missed. We understand their work and the differences between their routes and termination points versus FPL's. If carefully planned we can eliminate any need to go back to a previously worked area to address something that otherwise could have been missed.

For instance, in our Bradenton Beach underground conversion project we were able to identify multiple connection points that were overlooked in the design and made the adjustments in the field. This helped us manage our time and complete the project on time and without any additional cost to the city.

We are doing the same approach with Gulf Breeze. By understanding their needs upfront and communicating with both the PM's, their design team, and the field experts we can be very efficient. Additionally, we have worked with most of the same Carriers and their PM's that will be involved with this project. We feel this is very key!

Working with Existing Utilities.

In addition to the many things we try and plan to save the City cost and time we feel this is one of our strongest assets!!!

What can cause delays? Utility locators wrongly identify their facilities. However, this happens a lot. Rather than solely rely on that data and locate marks we go many steps further. 1) We build strong communication lines with the locators in the field 2) As we stated above, we work with the Carries, as well as others (Water, Sewer, Gas, Etc.) to best understand what critical infrastructure they have in the corridor 3) We constantly locate the existing utilities ourselves to confirm the markings rather than assuming they are correct!!! We take a ton of pride in this approach and we have very little utility damage as a result. ASK OUR CLIENTS!!

Our field crews tap on to the existing systems and use our own locator devices to see if there are any differences or concerns. We open manholes and trace the gravity laterals to ensure they are identified. We don't just rely on the locates as our primary identifier and hope for the best. Although this cannot avoid any damage, it will significantly reduce damages!!!

OUR ULTIMATE GOAL IS TO MINIMIZE THE DISTURBANCE TO THE COMMUNITY WHILE MAXIMIZING THE EFFORTS TO PROVIDE A SEAMLESS TRANSITION AND OFFERING OUR SERVICE TO SUCCESSFULLY DELIVER THIS JOB TO THE CITY OF DESTIN.

We do not want to hit any existing utilities so we go above and beyond. We know from the underground conversion projects that this goes along way with our clients. It goes extremely along way with the residents and businesses that heavily rely on constant service. We boast a very good track record, especially considering the tight corridors that we work in!

What separates ADS from the rest?

Because of our extensive coastal work, **we are experienced in effectively working alongside the vested public, residents, and businesses and fielding issues before they become problems**. We also have experience combining our systems and procedures into a customized, effective and timely approach to meet all of your unique undergrounding needs.

We truly care about what we do and what that means for you!

- **We don't bring a learning curve to this area since we are currently working in neighboring Gulf Breeze!**
- **Our clients will speak extremely high of our customer service, understanding of the work. More importantly, our cost, our speed of completion, our willingness to work with the client and their valued community - we truly care about what we do and what that means for you!**
- **Roughly 60% or more of the major part of the project involves boring - we are the one of largest boring contractors in the State of Florida**
- **We don't rely on subcontractors for a large majority of the work, eliminating issues that can often be created as a result, having more control and responsibility, and being able to provide better cost to the client**

(3) FPL UNDERRGOUND CONVERSION PROJECTS	PM W/FPL UNDERGROUND CONVERSION EXPERIENCE	GOOD STANDING WITH FPL'S HAU TRAN	FAMILIAR WITH THE ENTIRE SCOPE OF FPL UNDERGROUND PROJECTS	COMPLETED AN FPL UNDERRGOUND CONVERSION PROJ. SUCCESSFULLY
☑	☑	☑	☑	☑
WORKED WITH SAME UTILITY CARRIERS INVOLVED HERE IN DESTIN	INSTALLED FPL STREETLIGHTING AS PART OF UNDERGROUND CONVERSION	PERFORMED AN UNDERRGOUND CONVERSION PROJECT WITHIN A CRA	UNDERGROUND CONVERSION PROJ. ALONG A MAJOR FDOT CORRIDOR	ALREADY FAMILIAR WITH THE FPL & GULF POWER COMPATABILITY
☑	☑	☑	☑	☑

Making it a reality.
Commitment.
Our commitment to the City of Destin is steadfast and unwavering. It is of utmost importance the City will walk away with a successful underground conversion project that was performed at the highest standards possible. We strive to be your undergrounding team in order to make this much needed project a success.

As you may know, a majority of the FPL undergrounding projects are in the southern portion of the State. We bring the City the familiarity of already working up here, working with FPL and counterparts of the former Gulf Power group, and the local Carriers with great success.

We can assure that we can provide the highest level of quality while adhering to our core values of honor, integrity and trust. Given the opportunity, we commit that we will do everything to make this project not only successful but hopefully a fun experience and build future relationships! Thank you for the opportunity to propose on your project and we look forward to further presenting to you.

Sincerely,

Mario Acevedo, Vice President
Accurate Drilling Systems, Inc.
PO Box 3035
Labelle, Florida 33975
863.517.4124

We truly care about what we do and what that means for you!

Tab 2
CONTRACTOR QUALIFICATION, ABILITY AND EXPERIENCE



Our team's experience working in coastal communities is extensive.

ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

TAB 2 – CONTRACTOR QUALIFICATION, ABILITY AND EXPERIENCE

Project Approach.

Our approach is to make sure that we listen to the city and bring our experience working with FPL to ensure the approach provides you with an extremely successful final product – and headache free. *We understand that in most instances staff carry heavy workloads and you will find that we do everything possible to make sure that this project will be a positive working experience and not a stressful one for you*. We will bring an experienced construction team to deliver this project and exceed the City's expectations.

*The majority of our **FPL projects** are performed on coastal communities in Florida just like yours.*

- ✓ City of Gulf Breeze
- ✓ City of Bradenton Beach
- ✓ City of Sarasota

These projects do not only include underground conversion within coastal communities but also includes these similarities;

- ✓ CRA Districts
- ✓ Compatibility with converting FPL & Gulf Power – we believe we are the only one that has been involved with this.
- ✓ FDOT corridor
- ✓ Most of the same Utility Carriers for the City of Destin.

Additionally, the projects that we are including for this proposal do not include other projects that we do for other power companies outside of FPL. We are just focusing on your request for FPL projects. We have a number of these additional projects that solidify our overall company portfolio of successful projects in addition to just FPL.

We are very familiar with FPL's policies and procedures. **We have a strong relationship with Mr Hau Tran which will be the FPL project manager for this project.** This relationship has been built in our ability to effectively communicate and deliver successful projects. We fully understand his design intent and have the ability to field review and make changes to bring to him that offers solutions. This is why we have been able to work well with him on these projects.

In the City of Gulf Breeze, we have had a great relationship and working understanding with Mr. Tran. We have worked through some adjustments that are related to the differences in FPL's proposed equipment and infrastructure and the old Gulf Power system. Because of this, **we have already been able to better understand some compatibility issues that we can bring to the City of Destin.**



Another critical step, which we have already spent time in the field reviewing ahead of this proposal, is to identify where some of the equipment is proposed and form a constructability approach. We understand that City staff has already initiated some of the easement conversations and field reviewed the locations. Because we are so intimately familiar with this process, we are ready to jump in and assist City staff. During our field review, we noted that most of the equipment seems to have been designed reasonably well for installation. We can immediately review the locations, if selected, to further explore the ground so the easements can be completed and to avoid any delays.

Our similar projects bring a wealth of experiences with undergrounding sections in tight corridors surrounded by businesses, CRA Districts, residents, restaurants, numerous beach access, condominiums, and seasonal traffic. All

these considerations are part of our approach to the City's project.

Our overall approach, construction management, and project management will be above and beyond your expectations and deliver a project that the City will be proud to be part of.

Critical components for success.

Directional Bore Operations.

Most of the work will be directional bored to install not only FPL's conduit infrastructure, but the carriers and FPL's streetlights. During our field review, we observed a tight corridor with very limited right-of-way. We absolutely shine with this type of work and **we will exceed your expectations with how efficient and careful are team is**. We exceeded the expectations of the City of Gulf Breeze as well as most of our clients with how quickly we move with minimal impacts and careful consideration to the adjacent properties. This will minimize your community or your City Councils voicing concerns.

We carefully plan all activities, we white line the area, and we spend a significant amount of effort upfront to make sure we a very well planned. That's what creates a very quick and efficient approach.

Equipment Installations.

Another critical component is the FPL equipment installation. We understand the FPL requirements for spacing, off-sets, and other key factors. We work closely assuring this effort with FPL and City staff to ensure the location is clear and everything is in order. We are very familiar with this portion of the work and **confident in our ability to efficiently install the equipment** as we have done on similar projects.

Switch Order Requests.

We understand the significance of the FPL switching process and work closely with Hau Tran with FPL in this process. Throughout the proposal we speak to this and how critical steps throughout the project are done for this to be successful and efficient as possible.

We will keep up with the as-builts during the project so this can quickly be prepared and delivered to FPL. During boring operations, we will GPS the route and depths, we will update the plans as we go and be prepared to work with Mr. Tran for the switching request.

We are currently almost complete with the last switching order in the City of Bradenton Beach and familiar with FPL requirements.

Another consideration with our approach is the FDOT effort and coordination. In the City of Gulf Breeze, we worked with FPL and City staff to help coordinate with FDOT permitting, as well as the carriers. There will be FDOT permit requirements and standards required for this project. We are familiar with this and are already carrying through with a similar effort in the City of Gulf Breeze that will help in Destin.

What we have learned overall is that every job is different and we have the ability to communicate well with everyone which is a major component of the project's success.

Coordination Efforts for Effective Constructability.

In addition to FPL, we are familiar with the carriers involved with this project. In fact, we are currently working with most of them within the City of Gulf Breeze. Here we are eliminating the learning curve and bringing in our already built relationships to carry over into your project. This work is vastly different, and we understand those differences and how it impacts our approach. **We know what the individual expectations are for this project** and what is preferred and what is not.

We understand that every city we have contracted with would like to ensure when the poles are ready to come down, the carriers are not still attached to the poles. We will work to do everything on our part to ensure this doesn't happen.

For example, the City of Bradenton Beach undergrounding project involved several carriers that needed to be quickly in position to removal their aerial attachments ahead of the FPL wreck out. We vigorously worked with them and stayed in constant communication to ensure they were informed of our schedule, and **we knew what they needed and when they needed it.**

This project was a huge success and it is reflected as such in the Surveys of Past Performance along with a Letter of Recommendation from the Mayor of the City of Bradenton Beach in Tab 4.

Our current efforts in the City Gulf Breeze brings an enormous advantage to the City because of the lessons learned, established relationships and cost savings due to ease of mobilization.

Existing Utilities.

We hope in our writing this proposal that we strongly demonstrate our ability to protect and go well above & beyond expectations of avoiding utility damage. We spend a lot of upfront planning and resources to prevent hits. We know this can be a very frustrating part of a project if it is not handled correctly. LET OUR PAST AND CURRENT PROJECTS SPEAK VOLUMES ON THIS! We ask that you please ask our clients when you talk to them about our extra steps and limited impacts to utilities on some of the most heavily involved utility corridors with extremely tight rights-of-way.

Throughout our proposal we hope that you will see the pride we take with avoiding utility damage to existing utilities. We truly feel our approach sets us far apart from most contractors. It begins with understanding that utilities sometimes have limited information on their facilities.

1) Utility Owners.

Due to no fault of their own, they are relying on old as-builts or limited information on older facilities. Additionally, sometimes as-built information will get lost or misplaced. Even with the most honest intentions they sometimes are just unaware of some existing facilities.

2) Utility Locators.

We often find that locators are stretched thin, especially in this newer environment with so many projects and limited staff. We sometimes find that they will locate with minimal effort so they can keep up with everything. Sometimes they also have older as-builts that are not the most reliable giving them limited information.

3) What Usually Happens.

The utilities get located off from where they actually are. If we were to just assume that the information is correct, utilities would get impacted at no fault of ours if its outside the 2' marking. They also sometimes don't tap onto the existing system and trace the actual line.

4) Overcoming these issues.

At the start of the project, we work closely with these critical partners. We try and build bonds and offer to do our part to help them. We ask for any background knowledge of their facilities.

We don't assume that what they marked is always going to be accurate.

We utilize some of our own locating equipment to double check the route(s)

We open manholes and trace the laterals.

We carry COAX kits so that we can splice back any damaged COAX cables.

Again, our clients will confirm we rarely hit existing utilities.

UNDERGROUND CONVERSION PROJECT – CITY OF GULF BREEZE, FL.







The City of Gulf Breeze was a complex project and completed succesfully by your dedicated project manager, Juan Martinez.

The scope of work performed for the City of Gulf Breeze include numerous similar characteristics to the City of Destin.

-Seasonality
-High tourism
-Has a CRA District
-High commercial viability
-Extremely tight corridor
-Careful consideration working around existing utilities within such a limited right-of-way corridor
-Careful consideration to ingress/egress
-FDOT coordination
-Heavy Carrier communications
-Feeder, Primary, and services to both business and residential properties
-Setting/Installing Equipment
-Pulling Wire
-Installing Carrier conduit
-FPL streetlighting
-Switching
-Coordination with Hau Tran (FPL)

Name and location of project:
City of Gulf Breeze, Florida
Underground Conversion,
Gulf Breeze, Fl.

Cost of the Project:
$3,444,695.00

Project Owners
Representative Name:
Thomas Lambert
1070 Shoreline Dr., Gulf Breeze Fl.
850.934.4094
Tlambert@gulfbreezefl.gov

Date Project was Completed:
On-Going

UNDERGROUND CONVERSION PROJECT – CITY OF BRADENTON BEACH, FL.







The City of Bradenton Beach Project was a full of tight cooridors, extremly populated streets and sidewalks and surrounded by residential homes and commerical properties.complex.

This was completed succesfully by your dedicated project manager, Juan Martinez.

The scope of work performed for the City of Bradenton included:

-Coastal community
-Seasonality
-High tourism
-Has a CRA District
-Extremely commercial
-Extremely tight corridor
-Careful consideration working around existing utilities within such a limited right-of-way corridor
-FDOT coordination
-Heavy Carrier communications
-Installation of Carrier conduit
-Streetlight Conduit
-Feeder, Primary, and services to both business and residential properties
-Setting/Installing Equipment
-Switching
-Coordination with Hau Tran (FPL)

Name and location of project:
City of Bradenton Beach Underground Conversion, Bradenton Beach, Fl.

Cost of the Project:
$1, 200,000.00

Project Owners Representative Name:
Ricinda Perry
107 Gulf Drive, Bradenton Beach Fl.
941.526.6468
Ricinda@Verizon.net

Date Project was Completed:
November 2023

UNDERGROUND CONVERSION PROJECT – BIRD KEY







ADS was selected as the contractor to perform a complex underground conversion for Bird Key located within the City of Sarasota. This project was managed by your dedicated project manager, Juan Martinez.
This project is similar in all aspects to the scope of work for the City of Destin.
-Coastal project
-Seasonality
-High tourism and heavy vehicle traffic
-Carrier communications
-Feeder, Primary, and services to both business and residential properties
-Setting/Installing Equipment
-Coordination with FPL

Name and location of project:
Underground Conversion
Bird Key
Sarasota, Florida

Cost of the Project:
$1 million+

Project Owners Representative Name:
Joe Wlofe
Retired FPL Engineer

Date Project was Completed:
June 2023

Tab 3
CONTRACTOR PERSONNEL QUALIFICATION & EXPERIENCE



Our background and experience bring valuable lessons learned for the underground conversion project.

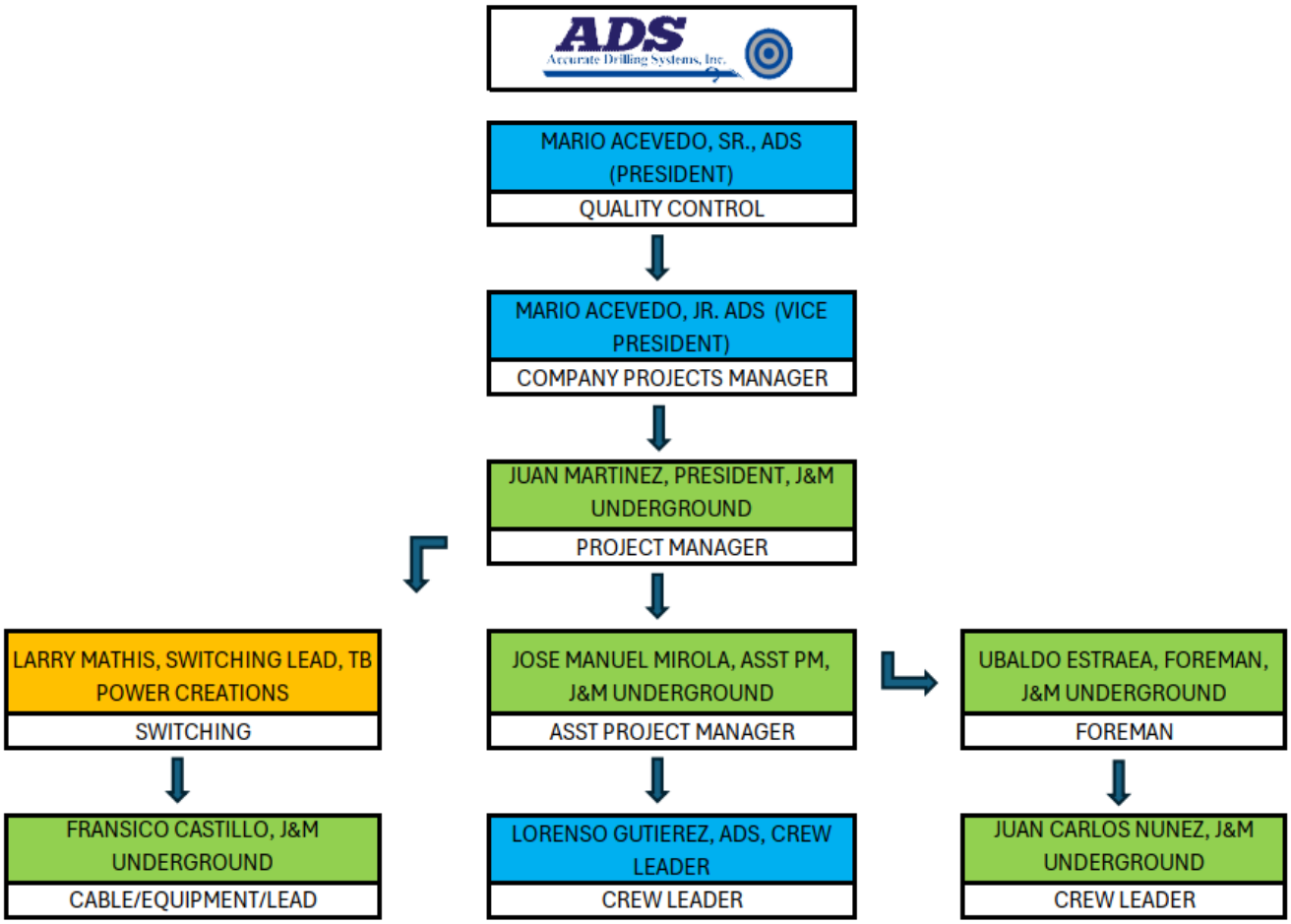
ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

TAB 3 - CONTRACTOR PERSONNEL QUALIFICATION AND EXPERIENCE

The ADS team members assembled for this project was constructed to ideally suit the needs of the City. The collective experience includes successful construction and underground conversion experience throughout the State of Florida. Our teams skills, experience and knowledge will aid in successfully delivering the project within the City's schedule, budget and expectations of quality and service.

The organizational chart below provides an overview of how the team will function during all phases of the project.



Team Highlights.

Juan Martinez
Project Manager
Owner, JM Underground, LLC

Juan is the owner and operator of JM Underground, LLC. He will serve as the Project Manager to our team, providing day-to-day operations, field coordination, oversight and guidance throughout the entire project. Having a dual role, this allows him to make on-the-spot decisions for this project. Juan will have 100% dedication to this project.

Juan has recent experience working for the City of Gulf Breeze, a neighbor, similar in attributes as the City of Destin. Juan would encourage City Staff and City Council to drive through the Gulf Breeze community to see if work first-hand. Juan also has recent coastal community underground conversion experience with the City of Bradenton Beach and the Town of Longboat Key. Having this experience will be one of the many advantages to having Juan as your Project Manager for this project in addition to his 16 years of experience working with FPL underground conversion projects.

Mario E. Acevedo
Field Supervisor
Vice President, Accurate Drilling Systems, Inc.

Mario currently serves as the Vice President of Accurate Drilling Systems, Inc. For the City's project, he will serve as a field supervisor. Mario will be responsible for the supervision on his job site activities, including the coordination of the project field crews, subcontractors and field construction activities. Mario will have 40% dedication to this project.

Jose Manuel Mirola
Field Supervisor

Jose will serve as a field supervisor and will be responsible for the supervision on his job site activities, including the coordination of the project field crews, subcontractors and field construction activities. He will work in conjunction with Juan to ensure the work is performed to the highest quality possible and to ensure all deadlines are met and the project stays on track. Jose has 8 years of experience working with FPL underground conversion projects and he will have 100% dedication to this project.

TB Power Creation
FPL Switching Coordination

TB Power Creation is the approved FPL contractor for this project. They will be a subcontractor for all of the FPL switching coordination. TB Power Creation has provided services to FPL under that name for the past 3 years. Under a former company name, there was 15 years of FPL provided services.

JUAN MARTINEZ

CONTACT

Juan@jmunderground.net

SKILLS

- Specialize in coastal communities
- Regulatory Compliance
- Labor Relations
- Administrative Oversight
- Relationship Building
- Project Management
- Cost Reduction
- Partnership Development
- Budget Development
- Financial Management

LANGUAGES

- **Spanish**
  Native

PROFESSIONAL SUMMARY

Seasoned leader for J&M Underground Utilities, adept in utility underground conversion project management and regulatory compliance, with a proven track record in driving operational excellence and fostering robust partnerships. Demonstrates expert oversight in utility coordination and directional drilling, ensuring cost-effective practices and cultivating fruitful relationships across coastal communities, utility agency owners, utility carriers, and local and regulatory agencies..

EXPERIENCE

December 2022 - Present

Owner, Proprietor

J&M Underground Utilities, LLC

- Manages the daily operations related to utility underground project management, utility coordination, directional drilling, budget management, and scheduling.
- Maintained a high standard of customer service through quality assurance checks.
- Negotiated contracts and agreements with business partners, vendors, and customers.

June 2020 - December 2022

Construction Project Manager

Wilco Electrical

- Managed multiple construction projects, ensuring that all deadlines were met and budgets stayed on track.
- Ensured compliance with safety regulations and quality assurance standards during the construction process.
- Resolved conflicts between contractors or other stakeholders by facilitating constructive dialogue among parties involved.
- Provided coordination between all stakeholders, utility carriers, regulatory agencies to ensure project success.
- Reviewed design and construction scopes of work, plans, and budgets for internal approvals and external communications.
- Coordinated resources including personnel, materials, equipment and subcontractors to meet project objectives.
- Monitored progress of projects to identify potential problems and develop solutions in a timely manner.
- Provided technical guidance to team members in order to ensure successful completion of tasks within allocated timeframes.

- Supervised construction and related workers.

September 2015 - September 2019

Utility Construction Foreman

Ivy H. Smith

- Managed various utility underground projects.
- Responsible for managing construction crews and equipment operators installing utility equipment related to phone communications, utility manholes, coax cable, fiber optic cable.
- Performed trenching and directional boring for utility conduit installation, weekly safety meetings, and reporting pay quantities.

February 2011 - September 2015

Groundman and Overhead Lineman

Pike Electric

- Installed and maintained overhead and underground electrical distribution systems, including poles, cross-arms, transformers, and wiring.
- Operated bucket trucks, digger derricks, trenchers and other heavy equipment in a safe manner.
- Installed, tested and performed maintenance on transformers, regulators and other electrical equipment.
- Ensured that all safety procedures were followed while working at heights or near energized circuits.
- Upheld safety regulations by strictly following operating standards for each assigned job.

CERTIFICATIONS

- ABC Institute, Inc., Apprenticeship - Certified Line Erector
- OSHA , 30-hour completion for Construction Industry

Mario E. Acevedo

PO Box 3035 LaBelle, FL 33975 ♦ ace@accuratedrilling.com ♦Phone (863)517-4124

VICE PRESIDENT - PROJECT MANAGER - OPERATIONS DIRECTOR

Strategic planning • Directional Boring • Underground Utility

An accomplished Vice President, Project Manager and Operations Director for Accurate Drilling Systems, Inc. achieving extensive experience in operational coordination, underground utility contracts, and strategic planning. An Executive thinker skilled at navigating complex situations, identifying efficient improvements, and next level success growth.

Professional Experience

ACCURATE DRILLING SYSTEMS **2015-PRESENT**

Project Manager & Operations Director

Project Manager and Operations Director of directional utility contracts and bids

- Supervisor
- Job Coordinator
- CDL Driver
- Vermeer Machine Operator
- Locate for underground utility tickets

LABELLE TIRE CENTER, LLC. **2015-PRESENT**

Manager

Operational Director that trained personnel, coordinated sales, and inventory

- 6 years' experience in business management
- CDL Driver
- QuickBooks POS
- Sales

Certifications & Training

- Underground Utility Contractor License
- ITE Training with Sunshine State One Call of Florida
- OSHA-30
- First-Aid & CPR
- Job Safety Training
- Weather & Fire Hazards
- Intermediate Maintenance of Traffic (MOT)
- (PPE) Personal Protection Equipment
- DOT Safety & Compliance Training Seminar
- HDPE Fusion Training
  - ASTM F2620-19 Medium Diameter 2" IPS-20" IPS
- Supervisor Reasonable Suspicion Training
- QuickBooks Pro & POS
- Microsoft Office

References

Available upon request

JOSE MANUEL MIROLA

158 S. Elm st Fellsmere FL. 32948/ 5594299542

OBJECTIVE

Seeking a challenging and responsible position that will challenge my skills and grow professionally along with the company.

EXPERIENCE

JM Underground

Field Supervisor March 2023- present

- Supervise job site and employees
- Manage expenses
- Operate heavy machines
- Dig, drill, locate
- Comply with city regulations, communicate with inspectors and other city officials

Wilco Electrical LLC

Field Supervisor June 2017-March 2023

- Locate, drill, dig
- Operate heavy machinery
- CDL driver

Pike electric

Labor Hand- July 2012-June 2017

- CDL driver
- Assisted in locating underground utilities,
- Set manholes and clean up after jobs

Edwin Brasil Dairy

Ranch hand July 2007- June 2012

- Milker
- Assisting in veterinary procedures such as injecting, birthing and caring for sick livestock
- Feeder and transporter of calf
- Operating machinery to aid in daily tasks such as forklift

EDUCATION

Escuela Preparatoria "Jose Rodriguez Elias"

High School Diploma-2008

AWARDS AND ACKNOWLEDGEMENTS

- CDL Drivers License
- Cpr certified

SKILLS

- Bilingual
- Rig operator
- Problem solving
- Team building
- Leadership skills

TBPowerCreation

Terrell Bridges
7551 Wiles Rd, Ste 203
Coral Springs, FL 33067

10-20-23

Mario Acevedo
Accurate Drilling Systems Inc
49 N Industrial Loop
LaBelle, FL 33935

This letter is to inform that TB Power Creation LLC will be a subcontractor for Accurate Drilling Systems Inc for all the of the FPL switching coordination involved in the City of Destin Underground Project. TB Power Creation LLC is an approved vendor for FPL and certified for switching.

Sincerely,

Terrell Bridges
Chief Executive Officer
TB Power Creation LLC

Cost and Time Efficiency Capabilities.

Our team has been very successful in reviewing the FPL scope of work, considerations to the carriers involvement, streetlight infrastructure, and other incidentals to develop a schedule that will work for the project. For example, we white line the site with all of the proposed work before any work takes place to identify any unforeseen issues that may not be accounted for. Those, if any, are quickly adjusted and we mobilize the crews to advance our operations.

We have already field reviewed the City's project site to determine a schedule based on the current information. We know there are other considerations that may be needed but since we are extremely familiar with these projects, we know the carriers designs come in late sometimes but we can assess their involvement based on the aerial sections we verified in the field.

Between the City's project pre-bid, the information included in the RFP, our team is confident that everything appears to be aligned.

We are currently working with FPL's streetlight group in our current project for the City of Gulf Breeze so we have a good understanding with their needs as well. Although the photometrics probably are not 100% complete we can look at the corridor and determine the overall plan they will more than likely decide on installing.

Understanding the above information, our field review, and based on our experience with these coastal undergrounding projects, we are confident in our ability to commit to an 18-month schedule or less.

FPL Switching, As-Builts and Bore Logs.

This approach is a critical phase during the project and we have a complete understanding. All of our projects that we have identified throughout the proposal require these same efforts.

SWITCHING. Although the switching is towards the tail end of the project, a lot of the process really starts during the boring operation. This is because we GPS the conduit runs as they are being installed rather than waiting until the end. This ensures that we are collecting the data as we go and compiling the redlines rather than waiting until the end.

During this stage we are already working with our surveyor to establish the points for the project so as the data is coming in daily it is being sent and uploaded to the survey so the prints can be updated weekly. This provides a very quick and efficient approach to delivering Mr Tran (with FPL) the redlines he requires for the switching.

AS-BUILTS. Similar to what we stated above, the as-builts go hand-in-hand with the switching process. However, as-builts also include the work of others, such as the carriers and FPL's streetlighting work. As we stated, since we collect the live field data as we go, these updates are being put together throughout the project rather than waiting until the end.

BORE LOGS. This aspect of the project also goes hand-in-hand with the above. As we are boring and collecting the GPS data the bore logs an integral part of that process.

We know this is a truly unique aspect of the project and we have the familiarity required for these components as they are required on all of our projects.

Tab 4
INTERACTIONS WITH CITY & REGULATORY AGENCY STAFF



We have hand selected our team to provide the City with a stellar team.

ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

TAB 4 – INTERACTIONS WITH TOWN AND REGULATORY AGENCY STAFF

City and Regulatory Agency Staff Interactions.

Close coordination between our project manager, Mr. Martinez, and the City's staff is essential for successful project coordination and completion. Mr. Martinez will be responsible for identifying the appropriate personnel for each task and coordinating subcontractor activities.

Mr. Martinez is an expert in his respective realm of expertise, and has extensive experience working with local municipalities and organizations.

He has the prior experience and familiarity with all of the entities and agencies that may be associated with this project, including the City of Bradenton Beach, Belleair Beach, and Gulf Breeze Mr. Martinez also has an established relationship with the City's project manager, Utility Consultants of Florida.

Mr. Martinez has a comprehensive understanding of the various local, state and federal agency criteria.

Mr. Martinez has long-term relationships with regulatory agencies and their decision makers. This rich network of interpersonal relationships enables us to provide expeditious services relative to reviews and approvals. **Our team understands agency procedures and their expectations, removing delays and that need to rework submittals that would come with a lack of familiarity.**

Our success in permitting is attributed to four distinct aspects: knowledge of the criteria; early agency coordination; proper documentation; and relationships that are built on years of trust. Our pre-planning efforts allow us to tailor our solutions to the issues most important.

The most critical part of success and timeliness is early, upfront coordination with the respective agencies. Once the existing conditions are evaluated at the inception of a task, we hold early meetings to discuss the intent and to gain early feedback from the agency to tailor the task to meet the requirements. Meetings are then followed up using meeting minutes to ensure clear understanding of all parties involved. Outside meetings will also be noted on the agenda of the established bi-weekly undergrounding meeting with FPL, all carriers and utilities.

Residents. Businesses. Condominium's and HOA's.

Mr. Martinez and his team have the experience and lessons learned for recent similar projects with stakeholder interactions.

We understand how important it is to have minimal impacts on everyone in the community. We want the entire community to be invested and excited about the project and its success. To ensure a seamless transition, our strategy is communication, communication, communication. This process will begin as soon as the team is under contract with the City.

The team has used these processes before with proven success for interactions with its public clients residents, businesses, community condominiums and HOA's and we would propose to the City to consider the following:

- Hold City Hall type meetings with businesses and commercial tenants coordinated with the City's Chamber of Commerce.
- Hold City Hall type meetings for residents coordinated through City Hall or HOA's.

- Door hanger distribution. They are a physical reminder of upcoming events. Provide a QR Code that would direct to dedicated web page.
- Door to door communication. This allows everyone to feel invested and gives us increased accountability.
- Dedicated City email. Questions and concerns can be submitted and forwarded to Mr. Martinez for response/attention within 24 hours
- Dedicated undergrounding web page on the City's main web site to provide the latest project status.

We are confident in our process for communicating and interacting within the community we are working in.

Our crews understand that appearance is truth and its equally important so our crews are consistently being trained on how to interact with residents and business owners that may approach. We demand a high level of professionalism and a smile. City staff will find that we are an excellent steward on your behalf in the field.

We are extremely mindful throughout the lifecycle of the project that we respect owners property while during our work. We strive to properly and professionally communicate the needs and include the project manager with all discussions.

We also provide a well thought out plan for allowing ingress and egress thru the corridor. An excellent example of this would be the similar corridor in the City of Gulf Breeze and how we really worked well with the city and the consultant to achieve this - the business owners would also agree.

November 9, 2023

To Whom it May Concern:

I would like to commend Juan Martinez of JM Underground, LLC for an outstanding job for the City of Bradenton Beach. In my experience, Mr. Martinez and JM Underground, LLC. Have proven to be an excellent, full-service electrical contractor in distribution of power and delivery, including overhead line work, underground distribution power, directional boring and conduit duct banks. On our public projects, I worked closely with Mr. Martinez, who has led the projects efficiently and without issues. On a number of occasions, I received compliments from residents in the community who expressed their positive experience with JM Underground, LLC.

Submittals were produced quickly and completely, most field changes were made to the financial benefit of the City, and requisitions were produced on time and without revision. From manpower to materials, the schedule was managed effectively throughout the projects, and as a result, our undergrounding projects were delivered on time and within budget. Mr. Martinez brings a teamwork mentality to the filed and proactively seeks to find prompt and effective solutions to any issues.

In closing, I am confident that given the opportunity, JM Underground, LLC will provide the same high degree of professionalism and commitment to your project. Bradenton Beach looks forward to the opportunity to work with Mr. Martinez and JM Underground, LLC again.

Sincerely,
John Chappie
Mayor, City of Bradenton Beach

Letter of Recommendation

Joe Wolfe

941-809-0626

joseph.wolfe@fpl.com

October 4, 2023

Mario Acevedo

Accurate Drilling Systems, Inc (ADS)

49 N. Industrial Loop

LaBelle, Fl 33935

To Whom It May Concern:

I am Joe Wolfe, a retired electrical engineer who worked for Florida Power and Light Co. for 44 years. After a 5-month retirement I was asked to return to FPL as a contractor to work on a special project in an exclusive subdivision surrounded by Sarasota Bay.

My first encounter with ADS and Mario was over 20 years ago on a project to bore under the Upper Manatee River. We had contracted another bore company to make this 2400' bore of 8" HDPE flexible duct. After this contractor was on site for 3 weeks and 3 failed attempts to install the bore, they pulled off the job. We contacted ADS and met Mario in the field. He analyzed the soil conditions from the rods that were left in the ground by the original contractor. He removed those rods and started the bore. If I remember correctly, it was less than a week and ADS had the rods installed to the receiving bore pit.

In Nokomis, ADS was contracted to install a 510' bore of 6" HDPE flexible duct under a canal. There was a lot of elevation change from the ground level to the water level. On this bore rock was encountered. ADS made some adjustments and completed the bore. It did take a little longer due to the rock but the bore was completed successfully within the scheduled timeframe.

ADS recently took over a project that the original contractor had started. This project was to replace an existing duct and manhole system in a 60 year old developed subdivision. The new system would be a URD system with pad mounted transformers. This required installing 2" and 6" bore pipe. The original contractor started boring July 30th 2020. Due to a number of factors and over 2 years later the original contractor said they could not be complete the project within the time constraints required. The original contractor had installed 8,000 linear feet of bore pipe in that time period. ADS took over the project and completed the installation of the bore pipe. They installed over 13,000 linear feet of 2" and 6" bore pipe in 5 weeks and one day. All this with very little foreign utility/property damage.

I would recommend ADS for all ranges of your boring requirements. Please feel free to contact me regarding my experiences with ADS. ADS and Mario consistently deliver on projects that require all types of boring.

Sincerely,

Joe Wolfe

Electrical Engineer, (Retired PE)

Tab 5
TIMELY COMPLETION OF PROJECTS



We are committed to providing a quality product on time and under budget.

ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

TAB 5 – TIMELY COMPLETION OF PROJECTS

Our team has made the commitment to place the City project at the top of its priority.

This means we will ensure to the City that we will provide the necessary resources to complete this project on time.

We are near completion in our current project for the City of Gulf Breeze. By the time the City's project is slated to start, our team will be ready to seamlessly transition to Destin. **This will provide a cost savings to the City as reflected in the Mobilization line item in the bid proposal.**

Recently completed FPL projects.

- **City of Bradenton Beach**, 2nd Phase, is now final and complete. NO OVERRUNS and NO CHANGE ORDERS. We worked with Hau Tran your PM for this project and hope you will ask him how well we worked with him. This also included us working with UCoF's Project Team.
- **City of Gulf Breeze** is not complete but is expected to be complete by March 2024. However, we are already complete with most of the items of work. We are also working with Hau Tran your PM for this project and UCoF's Project Team. We ask that you confirm with them our working relationship and ability to work within the same environment as this project. **Also, we are successfully working with the same Utility Carrier's that will be involved with your project which we believe to be a huge advantage.**
- St Armand's Circle, located within the City of Sarasota undergrounding project located along the east span of the Circle.

Schedule Communication.



The City of Bradenton Beach.

The City of Bradenton Beach is one example of our teams ability to work within their schedule and deliver a project in what would be considered by most as unachievable.

The City of Bradenton Beach advertised a bid without a specific timeline but once awarded, the schedule they proposed was extremely aggressive. Our team met with city staff and the mayor to develop an approach that would work for their seasonality concerns and another project they wanted to start but needed our work completed ahead of time.

We were able to achieve that goal and finished well before the completion date. Our performance was well received and appreciated as reflected in the attached Letter of Recommendation from Mayor John Chappie.

The City of Gulf Breeze.

For the City of Gulf Breeze, the team was able to mobilize and plan our work during their busy season. We felt confident in our ability to work with minimal impact to the businesses that rely on access and work around the heavy traffic. **The City was pleasantly surprised with our efforts** and understanding of how we truly minimized disruptions and yet still completed the work timely.



Accomplishing the Scope of Work.

Our teams capabilities encompass all planning, permitting, preconstruction and construction required from the onset of a project through the approval process to completion. **Our team has worked closely with public clients staff, utilities, carriers and stake holders** and has the experience to successfully accomplish the task by planning, coordinating and a wealth of preplanning and communication.

Estimating and pricing in the current market. In this post-COVID and Hurricane Ian world, we have seen a large influx in cost and significant delays on materials on FPL's side. While our proven methods of sequencing do work, our team has a pulse on the current market conditions and examples of how we have mitigated material delays that ultimately could have cost the project extreme delays. We are constantly bidding projects and have a very good idea of the items that would be considered long lead times including: conduit, concrete items, and transformers.



We will work to ensure we work with materials that have the least amount of lead time possible all while accomplishing the goals of this Project for the City. This is very common for us and yet we have still been able to accomplish this without extra cost to our clients.

Contractors Daily Ability.

Our team consisting of Mr. Juan Martinez and Mr. Jose Manuel Mirola will be dedicated to this project 100%. Your dedicated Project Manager, Mr. Martinez, has 16 years of experience working on several FPL underground conversions projects. Mr. Martinez has already established a successful and positive working relationship with the FPL, the carriers and the utilities. **Communication is the key for day-to-day success.**

Completing the project on time.

Our continued success is based upon the fact that we complete our projects on-time. The team we have assigned to this project are being proposed for their proven success in meeting completion times and they are dedicated employees. Our dedication is reflected in the attached Letter of Recommendation from Mr. Joe Wolfe, a retired electrical engineer who worked for FPL for 44 years.

ADS and JM Underground, LLC have a long history of partnering and create a great working environment. Our staff means everything so we take that seriously by showing our appreciation and constantly engaging with them. We are proud of our team and they are all excited about this project.

It's rare that you find an owner of the company right in the mix of the crew but you frequently find Mr. Martinez side-by-side with his crew.

The Team is also the same team that was assigned to the City of Bradenton Beach and the City of Gulf Breeze.

Tab 6
SURVEYS OF PAST PERFORMANCE



We always strive to exceed our clients expectations.

ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

PERFORMANCE SURVEY QUESTIONNAIRE

CITY OF DESTIN

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information		Client/Reference Information	
From:	Juan Martinez	To:	Thomas Lambert
Company:	Accurate Drilling Systems, Inc	Company:	City of Gulf Breeze
Phone:	772.224.0399	Phone:	850.934.40094
Email:	Juan@jmunderground.net	Email:	tlambert@gulfbreezefl.gov

Performance Survey of (project name):	
Cost of Services: $3,444,695	Date Completed: In progress - March2024 Completion

Client:

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

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

Thomas E. Lambert

Printed Name of Reference

Thomas E. Lambert

Digitally signed by Thomas E. Lambert
Date: 2023.10.30 12:43:15 -05'00'

Signature of Reference

PERFORMANCE SURVEY QUESTIONNAIRE

CITY OF DESTIN

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information		Client/Reference Information	
From:	Juan Martinez	To:	RICINDA PERRY, ESQ
Company:	JM Underground LLC	Company:	CITY OF BRADENTON BEACH, FL
Phone:	772.224.0399	Phone:	(941) 526-6468
Email:	Juan@jmunderground.net	Email:	RICINDA@VERIZON.NET

Performance Survey of (project name):	3 million dollar underground/conversion
Cost of Services: $ 3,000,000	Date Completed: ≈ 7/30/2023

Client:

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

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

Ricinda H. Perry
Printed Name of Reference

Signature of Reference

[redacted]

PERFORMANCE SURVEY QUESTIONNAIRE

CITY OF DESTIN

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information		Client/Reference Information
From: MARIO ACEVEDO		To: FLORIDA POWER & LIGHT Co
Company: ADS		~~Company~~: JOE WOLFE
Phone: 239-564-3307		Phone: 941-809-0626
Email: ADSINC.SWFLA@GMAIL.COM		Email: JOSEPH.WOLFE@FPL.COM

Performance Survey of (project name): BIRD KEY	
Cost of Services: NA	Date Completed: 7-26-23

Client:

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

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

J.C. WOLFE
Printed Name of Reference

JCW
Signature of Reference

Tab 7
PRICE PROPOSALS
SCHEDULE OF VALUES



Our committment is unwavering to make this project a success for the City.

ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

Price Proposal/Schedule-of-Values
City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS	$80,000.00	$80,000.00
101-1	Mobilization	1	LS	$150,000.00	$150,000.00
102-1	Maintenance of Traffic	1	LS	$275,000.00	$275,000.00
				SUBTOTAL	**$505,000.00**
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF	$3.00	$16,500.00
110-1-1	Clearing & Grubbing	1	LS	$150,000.00	$150,000.00
120-6	Sidewalk Restoration	12,000	SF	$26.00	$312,000.00
				SUBTOTAL	**$478,500.00**
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF	$20.00	$98,000.00
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF	$24.00	$96,000.00
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF	$28.00	$939,400.00
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF	$32.00	$3,200.00
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF	$36.00	$594,000.00
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF	$34.35	$1,040,805.00
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF	$22.85	$415,298.75
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA	$3,500.00	$52,500.00
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA	$1,400.00	$98,000.00
FPL -635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA	$700.00	$38,500.00
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF	$8.00	$288,000.00
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF	$5.85	$1,129,050.00
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF	$6.00	$114,000.00
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA	$4,000.00	$216,000.00
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA	$1,575.00	$100,800.00
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA	$2,000.00	$40,000.00
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA	$2,175.00	$28,275.00
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA	$4,000.00	$16,000.00
FPL - PED-1	FPL 3-Phase Pedestals	14	EA	$1,000.00	$14,000.00
FPL-635-WH-1	FPL Meter Box Connections	275	EA	$400.00	$110,000.00
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA	$600.00	$165,000.00
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA	$900.00	$139,500.00
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA	$400.00	$50,400.00
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA	$500.00	$42,500.00
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA	$1,500.00	$450,000.00
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA	$1,300.00	$71,500.00
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS	$250,000.00	$250,000.00
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS	$160,000.00	$160,000.00
				SUBTOTAL	**$6,760,728.75**
IV. CARRIERS	**OPTIONAL BID ITEMS**				
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF	$32.00	$592,000.00
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF	$28.75	$488,750.00
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF	$28.75	$488,750.00
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF	$2.50	$46,250.00
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF	$4.00	$74,000.00
CARRIER-COORD	COORDINATION	1	LS	$40,000.00	$40,000.00
BOND-001	BONDING OPTIONAL ITEMS	1	LS	$40,000.00	$40,000.00
				SUBTOTAL	**$1,769,750.00**
V. CARRIERS	**FPL STREETLIGHT INFRASTRUCTURE**				
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF	$20.00	$640,000.00
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF	$5.00	$160,000.00
FPL-SL-SB	Install 24"x16" Splice Box	150	EA	$400.00	$60,000.00
FPL-SL-COORD	COORDINATION	1	LS	$40,000.00	$40,000.00
				SUBTOTAL	**$900,000.00**
VI. BOND					
BOND-001	BONDING	1	LS	$100,000.00	$100,000.00
				SUBTOTAL	**$100,000.00**

SUMMARY

I. GENERAL	**$505,000.00**
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK	**$478,500.00**
III. FPL INFRASTRUCTURE	**$6,760,728.75**
IV. CARRIERS	**$1,769,750.00**
V. FPL STREETLIGHT INFRASTRUCTURE	**$900,000.00**
VI. BOND	**$100,000.00**
SUBTOTAL	**$10,513,978.75**
AWARD: Base Bid Total =	**$10,513,978.75**

THOUSAND, NINE HUNDRED SEVENTY-EIGHT DOLLARS AND SEVENTYSEVENTY-FIVE CENTS._____

_____

$

Tab 8
FORMS



Our staff prides itself on responsiveness to clients and the ability to clearly communicate.

ADS
Accurate Drilling Systems, Inc.

UNDERGROUND UTILITIES LLC

CITY OF DESTIN FLORIDA

SUBMITTED PROPOSAL FORM

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

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

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

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

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

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

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
1	2/15/2024		

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

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

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



(Signature of Contractor)

Mario Acevedo

(Typed name of Contractor)

Doing Business As: Accurate Drilling Systems

Business Address: PO Box 3035

City: Labelle State: FL Zip: 33975

Phone: 863.517.4124 Fax:

Email: Ace@accuratedrilling.com

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP 24-01 ENG - PHASE 1 UTILITY UNDERGROUND CONVERSION

2. This sworn statement is submitted by Accurate Drilling Systems whose business address is PO Box 3035, Labelle, FL. 33935

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3456452 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is MArio Acevedo, Jr and my relationship to the entity named above is Vice President

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

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

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

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

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

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____ Date: 22FEB2022

(Signature)

STATE OF FLORIDA
COUNTY OF Hendry

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of November, 2023, and is personally known to me, or has provided driver license as identification.

SAN JUANA MENGUELA
Commission # HH 027429
Expires August 3, 2024
Bonded Thru Budget Notary Services

_____
Notary Public

My Commission expires:

END OF SECTION

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

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

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

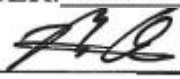
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Accurate Drilling Systems, Inc.

ADDRESS: PO Box 3035

CITY: Labelle STATE: FL ZIP CODE: 33975

TELEPHONE NUMBER: 863.517.4124

SIGNATURE:  DATE: 22FEB2024

NAME (TYPED OR PRINTED): MARIO ACEVEDO

TITLE: VICE PRESIDENT

END OF SECTION

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 5
CONFLICT OF INTEREST DISCLOSURE FORM

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

YES_____ NO X

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

YES_____ NO X

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

YES_____ NO_____

If YES, please describe:

_____

_____

_____

FIRM NAME: Accurate Drilling Systems, Inc.

BY (PRINTED): Mario Acevedo

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: PO Box 3035, Labelle, FL 33975

PHONE NUMBER 863.517.4124

EMAIL: Ace@accuratedrilling.com

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 6
LIABILITY & INDEMNIFICATION FORM

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

Accurate Drilling Systems, Inc.
Contractor's Company Name

49 N Industrial Loop, Labelle, FL 33935
Physical Address

PO Box 3035 Labelle, FL 33975
Mailing Address

813.517.4124
Phone Number

813.517.4124
Cellular Number

Ace@accuratedrilling.com
Email address

Authorized Signature – Manual

Mario Acevedo
Authorized Signature – Typed

Vice President
Title

FAX Number

813.517.4124
After-Hours Number(s)

22FEB2024
DATE

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 7
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 24-01-ENG. - PHASE I UTILITY UNDERGROUND CONVERSION, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or contractor to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by Accurate Drilling Systems (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between Accurate Drilling Systems (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Mario Acevedor, Jr., Vice President

Name and Title

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 8
SCHEDULE OF SUB-CONTRACTORS

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

Name of Sub- Contractor	Address of Sub-Contractor	License No.:	Task	
JM Underground, LLC	59 S. Oak St., Fellesmere. Fl.		Underground conversion construction and project management	
TB Power Creation LLC	7551 Wiles Rd. Coral Springs, Fl.		FPL Switching Coordination	

Signature: _____

Date: 22FEB2024

Title/Company: Mario Acevedo, Jr, Vice President

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

ITEM # 2026-828

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 06/9/2026

SUBJECT: FDOT Joint Participation Agreement, US98/SR30 Median Improvements

I. BACKGROUND: The Florida Department of Transportation (FDOT) wishes to enter into a Joint Participation Agreement (JPA) with the City of Destin for landscape and median improvements along US 98/State Road 30 (Harbor Boulevard) from the East Pass Bridge to the Walton County line. The agreement provides reimbursement funding for eligible installation-related improvements and associated landscaping enhancements within the project corridor.

As part of the ongoing corridor beautification efforts, the City intends to utilize the agreement funding to address supplemental median improvements, including the installation of concrete ribbon curbing around existing planted islands within the medians. In FDOT's original bidding of this project, the ribbon curbing was reflected in the original project design intent but was not included in the original contractor bid item schedule.

Additionally, the City is currently addressing irrigation and groundwater well deficiencies affecting portions of the landscaped medians in the vicinity of Big Kahuna's Water & Adventure Park. These irrigation challenges have impacted sod and plant materials within the corridor between The Donut Hole restaurant and Airport Road and have required temporary maintenance efforts by City Public Works staff in order to preserve existing landscaping and corridor aesthetics.

The proposed agreement would provide reimbursement funding for eligible project-related installation of the ribbon curbing and irrigation line, and landscape restoration expenses in an amount not to exceed $600,000.

II. DISCUSSION: The proposed Joint Participation Agreement provides an opportunity for the

City to continue enhancing and preserving the landscaped medians along the US 98 corridor through additional beautification and restoration efforts.

The proposed installation of concrete ribbon curbing around existing planted median islands will improve delineation and protection of landscaped areas, assist with erosion and mulch retention, and improve the long-term maintainability and appearance of the corridor medians.

The agreement will also assist the City in addressing irrigation-related landscaping impacts currently affecting portions of the corridor near Big Kahuna's Water & Adventure Park. Installation of the irrigation line is estimated to cost approximately $61,000.00. Eligible project costs may include landscape restoration activities such as replacement sod, replacement plant materials, irrigation-related improvements, and other installation-related incidental work associated with restoring affected landscaped areas.

The City will continue coordinating with FDOT regarding reimbursement eligibility for certain irrigation-related restoration and temporary maintenance expenses associated with the project corridor.

Upon completion of the installation phase, the City will assume ongoing maintenance responsibilities for the project improvements in accordance with FDOT standards and the terms of the agreement.

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 Aesthethically Pleasing Infrastructure

B. Effect on Budget (EOB): The Joint Participation Agreement provides reimbursement funding from FDOT for eligible project costs associated with landscape and median improvements in an amount not to exceed $600,000. Based on preliminary estimates, this amount should adequately cover the cost of the project and includes an adequate contingency for any unexpected expenses.

The agreement is anticipated to offset a substantial portion of eligible costs associated with median improvements, landscape restoration, irrigation-related enhancements, and related installation activities within the project corridor. Any costs determined to be ineligible for reimbursement under the agreement shall remain the responsibility of the City.

FY 2026 Budget Amendment:
$600,000 Increase Rev 001.3411.334490 State-FDOT Median Maintenance GRANT# 500063
$600,000 Increase Exp 001.5411.546001 Median Maintenance GRANT# 500063

C. Level of Service (LOS): Approval of the Joint Participation Agreement will enhance the appearance, sustainability, and long-term maintainability of the landscaped medians along the US 98 corridor. The proposed improvements will support continued corridor beautification efforts, improve protection of landscaped areas, and assist in preserving the

visual quality of one of the City's primary transportation corridors.

The agreement will also support restoration efforts associated with existing irrigation deficiencies while maintaining an enhanced level of service for residents and visitors traveling through the corridor.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: The proposed Joint Participation Agreement between FDOT and the City of Destin provides reimbursement funding assistance for landscape and median improvements along US 98/State Road 30. Approval of the agreement will allow the City to continue corridor beautification and restoration efforts, address supplemental median improvements, and enhance the long-term appearance and maintainability of the corridor in partnership with FDOT.

IV. RECOMMENDED MOTION: I move to approve the Joint Participation Agreement between the Florida Department of Transportation and the City of Destin for landscape and median improvements along US 98/State Road 30, with reimbursement funding in an amount not to exceed $600,000, and authorize the City Manager to execute all necessary documents associated with the agreement, and I move to approve a $600,000 amendment to the FY 2026 Budget for the grant revenue and grant expenditures.

Attachments:

1. Resolution 26-14 Joint Participation Agreement FDOT 98 Medians
2. City of Destin JPA
3. Budget Amendment FDOT Median JPA
4. Memo to City Manager re Reclaim water for 98 median irrigation 060226

RESOLUTION 26-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF DESTIN FOR LANDSCAPE AND MEDIAN IMPROVEMENTS ALONG SR 30 (US 98) HARBOR BOULEVARD FROM EAST PASS BRIDGE TO THE WALTON COUNTY LINE; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") and the City of Destin desire to enter into a Joint Participation Agreement ("Agreement") for landscape and median improvements along SR 30 (US 98) Harbor Boulevard from the East Pass Bridge to the Walton County line, identified as Financial Project Identification Number 458329-1-58-01; and

WHEREAS, the Agreement is intended to support landscape beautification and median enhancement efforts along the US 98 corridor through eligible installation-related improvements and associated landscaping enhancements; and

WHEREAS, the City intends to utilize the funding provided through the Agreement for supplemental median improvements, including installation of concrete ribbon curbing around existing planted islands, landscape restoration activities, irrigation-related enhancements, and related incidental work within the project corridor; and

WHEREAS, the City is currently addressing irrigation and groundwater well deficiencies affecting portions of the landscaped medians near Big Kahuna's Water & Adventure Park and desires to continue preserving and enhancing the visual quality of the US 98 corridor; and

WHEREAS, pursuant to the Agreement, FDOT will reimburse the City for eligible project costs associated with the Installation Phase of the project in an amount not to exceed Six Hundred Thousand Dollars ($600,000.00); and

WHEREAS, the City acknowledges that, upon completion of the Installation Phase, the City will assume ongoing maintenance responsibilities for the project improvements in accordance with FDOT standards and the terms of the Agreement; and

WHEREAS, the City Council finds that entering into the Agreement is in the best interest of the City of Destin and serves a valid public purpose by enhancing and preserving the appearance, sustainability, and maintainability of one of the City's primary transportation corridors.

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

SECTION 1. RECITALS

The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated herein by reference.

SECTION 2. APPROVAL OF AGREEMENT

The City Council hereby approves the Joint Participation Agreement between the Florida Department of Transportation and the City of Destin for landscape and median improvements along SR 30 (US 98) Harbor Boulevard from the East Pass Bridge to the Walton County line, attached hereto and incorporated herein as Exhibit "A."

SECTION 3. AUTHORIZATION

The City Manager and City Clerk are hereby authorized to execute the Joint Participation Agreement and any additional documents necessary to effectuate the intent of this Resolution, subject to review and approval by the City Attorney.

SECTION 4. CONFLICTS

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Resolution.

SECTION 6. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, THIS 15TH DAY OF JUNE, 2026.

CITY OF DESTIN, FLORIDA

_____

Bobby Wagner, Mayor

ATTEST:

_____

Lisa Wallace, City Clerk

APPROVED AS TO FORM FOR THE CITY OF DESTIN:

_____

Kimberly Romano Kopp, City Attorney

JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY of DESTIN, OKALOOSA COUNTY

Financial Project No.: **458329-1-58-01**
Contract No.: **AT784**
Vendor No.: **F592480854007**

This Joint Participation Agreement ("Agreement") is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, "**DEPARTMENT,**" and the CITY of DESTIN, "**CITY**." The **DEPARTMENT** and the **CITY** are desirous of having the **CITY** make certain improvements in connection with **Financial Project Identification Number (FP ID) 458329-1-58-01** for landscape improvements along SR 30 (US 98) Harbor Boulevard from East Pass Bridge to Walton County Line, Destin, Florida, hereinafter referred to as the **"PROJECT." The PROJECT will have an Installation Phase and a Maintenance Phase, which is further described herein.** The **DEPARTMENT** and the **CITY** may sometimes be referred to in this Agreement as a "Party", and collectively as the "Parties."

1. The **DEPARTMENT** and the **CITY** have the authority under Section 339.12, Florida Statutes, to enter into this Agreement; and

2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to "provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs"; and

3. The **CITY** has certified the **DEPARTMENT** that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and

4. The **DEPARTMENT** shall reimburse the **CITY** for services as further described in this Agreement and in Exhibit "A" Scope of Services, attached hereto; and

5. The **CITY**, by resolution No. _____, a copy of which is attached hereto as Exhibit "D", has authorized the Mayor or CITY Official to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. **SERVICES AND PERFORMANCE**

A. The **CITY** shall be responsible for the preparation of all design plans for the **PROJECT** at the **CITY's** sole expense. Said design plans shall include the design for the installation and maintenance of any and all plants, planting material, and irrigation systems, to be maintained by the **CITY** under this Agreement (the "Plans"). The Plans shall be deemed to be incorporated by this reference into this Agreement upon completion by the **CITY.**

B. The **CITY** shall have the sole responsibility for resolving claims and requests for the additional work for the **PROJECT**. The **CITY** will make best efforts to obtain the **DEPARTMENT'S** input in its decisions.

C. The **CITY** shall furnish the services with which to undertake and complete the **PROJECT**, which shall consist of both an i) Installation Phase and ii) Maintenance Phase, said services being further described in Exhibit "A" to this Agreement.

D. The **CITY** agrees to undertake and complete the **PROJECT** in accordance with all applicable statutes, rules and regulations, including **DEPARTMENT** standards and specifications and in accordance with District Three Landscape Care Guide – Landscape and Irrigation Care along the State Highway System, dated February 4, 2016, as may be amended or revised from time to time ("Landscape Care Guide"), which is hereby incorporated by reference into this Agreement. The **CITY** shall take the necessary steps to ensure the **PROJECT** is completed within state or **CITY** right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The **CITY** shall be responsible for obtaining clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The **CITY** is responsible for obtaining a landscape permit and any bore permits required from the **DEPARTMENT** prior to performing the work.

ii). The **CITY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

E. Upon completion of the Installation Phase of the **PROJECT**, the appropriate **CITY** representative shall certify to the **DEPARTMENT** that the Installation Phase of **PROJECT** has been completed in accordance with the Plans and specifications, and all the terms and conditions of this Agreement. Said certification shall be done by forwarding a completed Certification of Completion form, attached hereto as Exhibit "C," in accordance with Section 11.L. of this Agreement. Completion of the Installation Phase of the **PROJECT** shall be subject to final acceptance and certification by the **DEPARTMENT**.

F. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **CITY** and of the details thereof. Therefore, the **CITY** shall provide a monthly report on the first business day of the month to the **DEPARTMENT** project manager during the Installation Phase.

G. If the **CITY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

H. The **CITY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

I. The **CITY** shall have sole responsibility for maintaining the subject landscaping according to **DEPARTMENT** standards and specifications, as well as stipulations outlined in the Landscape Care Guide. Upon the execution of this Agreement, The **CITY** certifies that is has received a copy of the Landscape Care Guide and agrees to be bound by the terms and conditions contained therein.

J. Upon completion of the Installation Phase of the **PROJECT** by the **CITY**, the **CITY** will assume responsibility for the Maintenance Phase of the **PROJECT**, which includes, irrigation and other related materials identified in the Plans, and will conduct such maintenance as specified in accordance with any maintenance plan identified in the notes of the **PROJECT** Plans, as well as the requirements set forth in the Landscape Care Guide. The **CITY** shall coordinate with the **DEPARTMENT's** District Landscape Project Manager or their designee to inspect the **PROJECT** on a quarterly basis and subsequently make corrections based on each quarterly inspection. In the event the **CITY** fails to maintain the **PROJECT** in accordance with a maintenance schedule and plan, the **DEPARTMENT**, at its option, may perform the required maintenance and the **CITY** shall reimburse the **DEPARTMENT** for the costs.

K. The **CITY**:

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **CITY** during the term of the contract; and

ii). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8. TERM

A. The **CITY** shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

i). Installation Phase

The term of the Installation Phase of the **PROJECT** shall commence subsequent to execution of this Agreement and shall end on the date the **DEPARTMENT** receives from the **CITY** notification and certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement, or **December 31, 2028**, whichever occurs first. The Installation Phase shall include a 365-day establishment period. If the **CITY** does not complete the Installation Phase of the **PROJECT** by **December 31, 2028**, or by means of written extension(s) of time by the Department's District Secretary or Designee grants a written extension prior to expiration of the Agreement, the Agreement will expire on the last day of the scheduled completion of the Installation Phase as provided in this paragraph.

ii). Maintenance Phase

The term of the Maintenance Phase of the **PROJECT** shall commence on the date the **CITY** provides certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement.

9. REIMBURSEMENT AND PAYMENT

A. i) The total cost of the **PROJECT** is estimated at **$600,000.00.** The **DEPARTMENT** shall reimburse the **CITY** for **one hundred percent (100%)** of the total actual costs directly related to the Installation Phase of the **PROJECT,** in an amount not to exceed **SIX HUNDRED THOUSAND and 00/100 DOLLARS ($600,000.00),** for actual costs incurred. It is understood and agreed to by the Parties that the total reimbursement amount under this Agreement shall not exceed **$600,000.00**, unless otherwise provided herein or as may be subsequently agreed to by the Parties through the execution of an amendment. The method of compensation is further described in Exhibit "B", which is attached hereto. Any additional costs, such as design costs of the **PROJECT**, costs relating to the Maintenance Phase of the **PROJECT**, or other items not covered by this Agreement, shall be the **CITY's** sole responsibility.

ii) The **CITY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to the Department's Landscape Project Manager, 1074 Highway 90, Chipley, FL, 32428, for

approval and processing.

iii) The **DEPARTMENT** shall reimburse the **CITY** upon receipt of a properly submitted invoice and all supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **CITY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **CITY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **DEPARTMENT** and must also establish that the required minimum level of service to be performed was met, and that the criteria for evaluating successful completion was met, as specified in Section 7 and Exhibit "A" of this Agreement.

vi) The **CITY** may receive progress payments for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **CITY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **CITY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **CITY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post-audit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **CITY's** general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work on the **PROJECT**, and all other records of the **CITY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

10. TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines the performance of the **CITY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **CITY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to terminate or cancel this Agreement in the event the **CITY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **CITY** upon (60) sixty days written notice to the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other

than the unsatisfactory performance of the **CITY**, the **DEPARTMENT** shall notify the **CITY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **CITY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **CITY**.

11. MISCELLANEOUS

A. Participants (in this document identified as **CITY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specify otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received, or the goods or services are received, inspected, and approved.

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the **CITY**. Interest penalties of less than one (1) dollar will not be enforced unless the **CITY** requests payment. Invoices which have to be returned to a **CITY** because of **CITY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

D. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

E. The **CITY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The **CITY** shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

F. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

G. The **CITY** and the **DEPARTMENT** agree that the **CITY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

H. It is understood between the Parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **CITY** notice regarding such removal, relocation or adjustment and the **CITY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **CITY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **CITY** removes a **PROJECT** pursuant to this Agreement, the **CITY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

J. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein, nor any extension of time for completion of any phase of the PROJECT, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

K. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

L. Any and all notices, reports, invoices, and certifications required pursuant to the terms of this Agreement shall be sent by First Class United States Mail to the addresses listed below; provided, however, that the **DEPARTMENT** may, by written authorization to the **CITY**, allow for a separate means of notification:

DEPARTMENT
Kristi Patterson, District Landscape
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

CITY
Larry Jones, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

M. The **DEPARTMENT** and the **CITY** agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

N. The **CITY** agrees to comply with requirements set forth in Section 334.044(26), Florida Statutes.

O. This Agreement shall become effective on the last date of a signature by a Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF DESTIN, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____
TITLE: _____
DATE:_____

_____
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____(SEAL)
EXECUTIVE SECRETARY

BY:_____
DIRECTOR OF
TRANSPORTATION
OPERATIONS

DATE:_____

__

LEGAL REVIEW:

_____
OFFICE OF GENERAL COUNSEL

Exhibit "A"
SCOPE OF SERVICES

Landscape of SR 30 (US 98) Harbor Blvd. from East Pass Bridge to Walton County Line Destin, Florida

FP ID: 458329-1-58-01

Project: Landscape along SR 30 (US 98) Harbor Boulevard from East Pass Bridge to Walton County Line, Destin

Project Summary: The City of Destin is advancing a landscape beautification project focused on the medians along Harbor Boulevard, between East Pass Bridge and the Walton County line. This effort seeks to enhance the existing medians into attractive, low-maintenance landscape features that enhance the visual identity of the corridor and reflect the City's commitment to sustainability and native planting.

The proposed design will incorporate Florida-friendly, drought-tolerant, and low-maintenance plant materials, emphasizing native species that provide year-round interest with minimal upkeep. The improved medians will not only elevate the aesthetic experience for residents and visitors but also contribute to a more unified and environmentally conscious public realm. The project will be maintained by the City of Destin.

The City will install a reclaimed water line to service the project. At minimum one underground bore will be required. We anticipate using drip irrigation for trees and spray irrigation for bushes and where appropriate.

Select sections of this roadway are proposed where the city believes will be most aesthetically appealing and ecologically sustainable, and with consideration of driver safety in mind (i.e. clear zone, sight distance, etc.).

Project will require a one-year establishment by the contractor.

Estimated Cost: $600,000.00

The project design, set-backs, tree heights, etc. are subject to change pending field condition. Proposed plantings are also subject to change during construction based on availability.

EXHIBIT "B"
Method of Compensation

Landscape of SR 30 (US 98) Harbor Blvd. from East Pass Bridge to Walton County Line
Destin, Florida

FP ID: 458329-1-58-01

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" Scope of Services of this Agreement, the **DEPARTMENT** shall reimburse the **CITY** in an amount not to exceed **SIX HUNDRED THOUSAND and 00/100 DOLLARS ($600,000.00),** for actual costs incurred.

The **CITY** may receive progress payments for actual costs incurred for deliverables based on the percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

EXHIBIT "C"
Certification of Completion

Landscape of SR 30 (US 98) Harbor Blvd. from East Pass Bridge to Walton County Line
Destin, Florida

FP ID: 458329-1-58-01

CERTIFICATION OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the CITY of DESTIN, FLORIDA

PROJECT DESCRIPTION:
SR 30 (US 98) Harbor Blvd. from East Pass Bridge to Walton County Line
Destin, Florida

FINANCIAL MANAGEMENT ID# 458329-1-58-01

In accordance with the terms and conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the Installation Phase of Project under this Agreement is complete as of _____, 20___.

By: _____

Name: _____

Title: _____

Exhibit "D"
RESOLUTION

Landscape of SR 30 (US 98) Harbor Blvd. from East Pass Bridge to Walton County Line
Destin, Florida

FP ID: 458329-1-58-01

CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2026 **Posted Date:** _____

Fund	Department	GL Account String	Project/Grant#	Current Remaining Budget	Requested Increase/ (Decrease)	Revised Budget
General Fund (001)	Median Maint Rev (3411)	001.3411.334490 State-FDOT Median Maintenance	500063	$ -	$ 600,000.00	$ 600,000.00
General Fund (001)	Median Maint Exp (5411)	001.5411.546001 Median Repairs/Maintenance	500063	$ -	$ 600,000.00	$ 600,000.00

Purpose: Increase Rev and Exp for FDOT JPA US98/SR30 Median Improvements

Created by/Date: _____

Entered by/Date: _____

Approved by/Date: _____

Public Works Department
Phone: 850-837-6869
Fax: 850-837-3267

MEMORANDUM

DATE: June 2, 2026

TO: Larry Jones, City Manager

CC: Kim Kopp, City Attorney

Krystal Strickland, Finance Director

FROM: Michael Burgess, Director of Public Works & Emergency Management

SUBJECT: FDOT Joint Participation Agreement, Irrigation System Improvements

At staff's request, Destin Water Users investigated the feasibility and estimated cost of providing reclaimed water service to the landscaped median area near Mattie Kelly South to address ongoing irrigation concerns and provide a long-term solution for maintaining the corridor landscaping.

Based on preliminary discussions and available information, the estimated costs associated with extending reclaimed water service to the south end of Mattie Kelly South are as follows:

Item	**Estimated Cost**
4-inch Reclaimed Water Main and Associated Fittings	$15,000
Labor and Installation	$30,000
2-inch Reclaimed Water Meter	$6,000
Subtotal	**$51,000**

The estimated cost to install the reclaimed water main and set a 2-inch meter at the south end, west side of Mattie Kelly South is approximately $51,000.

Once the meter is installed, the City would be responsible for extending a reclaimed water line from the meter location to connect with the existing irrigation system serving the medians. While the exact routing has not been determined, staff estimates an additional $10,000 should be budgeted for this work, assuming one or two directional drilling operations will be required to complete the connection.

Based on these preliminary estimates, the total anticipated project cost is approximately **$61,000**. Funding for this project would be provided under the JPA with FDOT. I would also like to explore the possibility of having JM/ADS install the required conduit between the meter and pump station.

Need for a Reliable Irrigation Water Source

Establishing a reliable reclaimed water source is critical to the long-term health and sustainability of the landscaped medians along US 98 between The Donut Hole restaurant and Airport Road. This section of the corridor represents a significant public investment in beautification and serves as one of the City's most visible gateways for residents and visitors.

Recent irrigation system and groundwater well deficiencies have negatively impacted portions of the corridor landscaping and required Public Works personnel to perform temporary hand-watering operations to preserve existing sod, trees, shrubs, and other plant materials. While these efforts have helped prevent widespread landscape loss, they are labor-intensive, increase operational costs, and do not represent a sustainable long-term solution.

Providing reclaimed water service to this area would establish a dependable irrigation source capable of supporting the corridor's landscaping needs while reducing maintenance demands and operational costs. A reliable irrigation supply would help protect the City's investment in corridor beautification improvements, improve landscape survivability during periods of drought or equipment failure, and ensure the continued appearance and functionality of the landscaped medians.

In addition to addressing current irrigation deficiencies, the proposed reclaimed water connection would provide long-term resiliency for the corridor's irrigation infrastructure and support the City's ongoing commitment to maintaining an attractive and well-maintained transportation corridor.

Based on the preliminary cost information received, staff believes this project presents a practical and cost-effective solution for addressing the irrigation challenges currently affecting the US 98 corridor. The estimated investment of approximately $61,000 would provide a permanent water source capable of supporting existing and future landscaping improvements while reducing the need for temporary maintenance measures.

ITEM # 2026-886

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: June 9. 2026

SUBJECT: R&R FY 26 - Airport Road striping

I. BACKGROUND:

As part of the City's ongoing commitment to roadway maintenance, the Public Works Department has developed a Renewal/Replacement Schedule for the City of Destin to proactively maintain and preserve the City's roadway infrastructure. The resurfacing/restriping program is intended to address roadway deterioration before conditions worsen and more costly reconstruction becomes necessary.

II. DISCUSSION:

McShea Contracting (aka Emerald Coast Striping) is the City's continuing services contractor for roadway striping and has quoted $87,931.74 to re-stripe Airport Road from the curve to 98. There is approximately $200,000 remaining in the FY 2026 roadway renewal & replacement budget. The road resurfacing was approved under a different previous agenda 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

B. Effect on Budget (EOB):

McShea Contracting (aka Emerald Coast Striping) is the City's continuing services contractor for roadway striping and has quoted $87,931.74 to re-stripe Airport Road from the curve to 98. There is approximately $200,000 remaining in the FY 2026 roadway renewal & replacement budget.

This proposed roadway resurfacing and striping project support the City's adopted infrastructure maintenance objectives and maintain an acceptable level of service for public transportation infrastructure.

C. Level of Service (LOS):

Resurfacing and Striping Projects represent an ongoing investment in the City's transportation infrastructure and demonstrates City Council's commitment to maintaining safe, efficient, and reliable public roadways.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

Approval of this item will allow staff to coordinate with the City's continuous service contractors and complete the resurfacing and striping projects in an efficient and timely manner.

IV. RECOMMENDED MOTION:

I move that the City Manager be authorized to issue a Purchase Order to the City's continuous service contractor to execute and complete the resurfacing and striping work.

Attachments:

1. airport_rd_-_curve_to_98_proposal
2. McShea Contracting (ECS Striping)

EMERALD COAST STRIPING LLC

1901 N. East Ave

Panama CIty, FL 32405

Contact: **Dalton Fallin**

Phone: **850-625-9873**

Email: **Dfallin@ecstriping.com**

Quote To: City Of Destin

Phone:

Email:

Job Name: Airport Rd - Curve To 98

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 1	MOBILIZATION-NO CHARGE	1.00	LS		
0711 16101	THERMO, STD-OTHER SURFACES, WHITE, SOLID 6"	1.53	GM	7,128.00	10,891.58
0711 16201	THERMO, STD-OTHER SURFACES, YELLOW, SOLID, 6"	1.24	GM	7,128.00	8,860.10
0711 16131	THERMO, STD-OTHER SURFACES, WHITE, SKIP, 6"	1.41	GM	7,128.00	10,014.84
0711 16171	THERMO, STD OTHER SURFACES, WHITE, 6-10 MANAGED LN	0.08	GM	7,128.00	548.86
0711 16231	THERMO, STD-OTHER SURFACES, YELLOW, SKIP, 6"	0.06	GM	7,128.00	420.55
0711 16202	THERMO, STD-OTHER SURFACES, YELLOW, SOLID, 8"	0.02	GM	7,128.00	121.18
0711 11123	THERMO, STD, WHITE, SOLID, 12" FOR CROSS	1,366.00	SF	10.00	13,660.00
0711 11224	THERMO, STD, YELLOW, SOLID, 18" FOR CHEV	90.00	SF	10.00	900.00
0711 11125	THERMO, STD, WHITE, SOLID, 24"	214.00	SF	20.00	4,280.00
0711 11160	THERMO, STD, WHITE, MESSAGE OR SYMBOL	88.00	SF	15.00	1,320.00
0711 11170	THERMO, STD, WHITE, ARROW	357.00	SF	15.00	5,355.00
0711 11170	THERMO, STD, WHITE, COMBO ARROW	58.00	SF	15.00	870.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	264.00	EA	10.00	2,640.00
0710 11101	PAINTED MARKINGS, STD, WHITE, SOLID, 6"	1.53	GM	3,432.00	5,244.10
0710 11201	PAINTED MARKINGS, STD, YELLOW, SOLID, 6"	1.24	GM	3,432.00	4,265.98
0710 11131	PAINTED MARKINGS, STD, WHITE, SKIP, 10-30,3-9	1.41	GM	3,432.00	4,821.96
0710 11141	PAINTED MARKINGS, STD, WHITE, 2-4,6-10 DOTTED	0.08	GM	3,432.00	264.26
0710 11231	PAINTED MARKINGS, STD, YELLOW, SKIP, 6"	0.06	GM	3,432.00	202.49
0710 11202	PAINTED MARKINGS, STD, YELLOW, SOLID, 8"	0.02	GM	3,432.00	58.34

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0710 11123	PAINTED MARKINGS, STD, WHITE, SOLID, CROSS, 12"	1,366.00	SF	5.00	6,830.00
0710 11224	PAINTED MARKINGS, STD, YELLOW, SOLID, 18"	90.00	SF	5.00	450.00
0710 11125	PAINTED MARKINGS, STD, WHITE, SOLID, 24"	214.00	SF	10.00	2,140.00
0710 11160	PAINTED MARKINGS, STD, WHITE, MESSAGE	88.00	SF	7.50	660.00
0710 11170	PAINTED MARKINGS, STD, WHITE, ARROW	357.00	SF	7.50	2,677.50
0710 11170	PAINTED MARKINGS, STD, WHITE, COMBO ARROW	58.00	SF	7.50	435.00
GRAND TOTAL					**87,931.74**

NOTES:

Comments or special instructions:

All contracts over 365 days will receive a 5% increase and a 5% increase for each 365 day period there after.

All Maintenance of Traffic to be provided by General Contractor including the final lift.

For waterblasting there will be a minimum charge of $3500 per shift at $1.50 per SF.

There will be a minimum call out for a paint crew of $1,500, the contractor will be responsible for the amount above unit prices to equal $1,500.

Emerald Coast Striping,LLC will not be held responsible for temporary paint markings damaged by the construction process or others.

This is a Unit Price bid any additions will be paid at the unit prices quoted below.

Retainage will not be held unless Emerald Coast Striping's portion is held by the Owner or The Department of Transportion per FDOT specification 9-5.1 and 9-5.6.

This estimate including comments and special instructions will be included in the Contract.

This proposal will be honored for 30 days.

Note: Please allow two weeks notice for scheduling of crews

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PAVEMENT MARKING AND ROAD STRIPING SERVICES

On January 20, 2026, the City Council of THE CITY OF DESTIN, FLORIDA, herein referred to as the City, accepted the bid of McSHEA CONTRACTING, LLC dba EMERALD COAST STRIPING, LLC herein referred to as the Contractor, to supply miscellaneous pavement marking and road striping services on City streets and within City-owned properties. The Contractor's Cost Schedule for the terms of their engagement is included in its entirety by reference at Exhibit "A" as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE FIRE EQUIPMENT, ALARM *MONITORING AND LIFE SAFETY SERVICES CONTRACT:*

1. Entire Contract:
This 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 a 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 miscellaneous pavement marking and road striping services on City streets and within City-owned properties. Unit prices for these services are provided in Exhibit "A" of the RFB responses.

3. Term of Contract and Time Extensions:
This Contract will be in effect from **January 20, 2026,** through **December 31, 2028,** and is for supplying the City with fire equipment, alarm monitoring and life safety services.

4. Time for Performance:
The Contractor agrees to provide miscellaneous pavement marking and road striping services on City streets and within City-owned properties to the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon 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 unit prices as identified in Exhibit "A" submitted by the Contractor.

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, 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 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. 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 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 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.

12. 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 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.

13. 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.

14. Miscellaneous:

14.1 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 shall be in the state courts of Okaloosa County Florida and no-where else.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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."

14.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

14.8 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:

14.9 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.

14.10 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., 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) CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. 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, 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 CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and 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. CONTRACTOR acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. 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.

e) *Subcontracts.* 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. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of January, 2026.

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: _____
Larry Jones
City Manager

SEAL

As to Legal Form:

Kimberly Kopp
City Attorney

McShea Contracting, LLC dba
Emerald Coast Striping
CONTRACTOR:

By: _____
(Signature)

Aric Bailey
(Printed Name)

Its: Vice President
(Title)

Witness

Witness

ITEM # 2026-862

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Jamie Haynes
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: 6/9/2026

SUBJECT: Options for Agent Broker of Record Contract Extension

I. BACKGROUND:

The City currently utilizes an Insurance Agent-Broker of Record (Acentria) to provide professional consulting, brokerage, and administrative services for the City's employee benefits programs, including medical, dental, vision, life, disability, and related ancillary benefits. The current agreement with Acentria Insurance provides these services and includes provisions for renewal at the City's discretion. The broker serves as the City's representative in the employee benefits marketplace and assists with carrier negotiations, plan design recommendations, regulatory compliance, employee communications, open enrollment activities, and ongoing benefits administration.

As the current agreement approaches its expiration, the City must determine whether to exercise the available one-year extension or conduct a competitive procurement process to identify and evaluate qualified firms capable of providing these services.

The City has historically relied on competitive procurement processes to ensure transparency, accountability, and the prudent expenditure of public funds. Competitive solicitations provide an opportunity to evaluate market conditions, emerging service models, technological capabilities, and pricing structures that may have evolved since the current agreement was executed.

To facilitate a comprehensive evaluation of available brokerage services, staff has prepared a Request for Proposals (RFP) for Insurance Agent-Broker of Record services covering medical, dental, vision, life, disability, and ancillary employee benefits. The proposed RFP contemplates

an initial three-year contract term with two optional one-year renewals and outlines detailed service expectations, qualifications, and evaluation criteria.

II. DISCUSSION:

Employee benefits represent one of the City's most significant operational expenditures and are a critical component of employee recruitment, retention, and overall workforce satisfaction. Given the complexity of the employee benefits marketplace and the increasing importance of strategic benefits management, it is essential that the City periodically evaluates the services being provided and the value being received. Staff has two options for Council's consideration:

Option 1- Exercise 1 Year Renewal

Renewing the current agreement would provide continuity of service and avoid the administrative effort associated with conducting a competitive procurement process. The current broker is familiar with the City's benefit programs, workforce demographics, and organizational needs. A renewal would allow the City to maintain its existing relationship without interruption.

However, extending the agreement would limit the City's ability to assess alternative service providers, compare innovative service offerings, evaluate different compensation structures, or determine whether the City could receive enhanced services or greater value through a competitive process.

Option 2 – Issue a Request for Proposals (Recommended)

Issuing an RFP would provide the City with the opportunity to:

- Evaluate a broader range of qualified brokerage and consulting firms.
- Compare service models, expertise, technological capabilities, and customer support offerings.
- Assess firms' experience serving municipal and public-sector clients.
- Determine whether additional cost savings or enhanced benefit strategies are available in the current marketplace.
- Ensure the City is receiving the highest level of service and support for its employees.
- Reinforce the City's commitment to transparency, competition, and responsible stewardship of public resources.

The proposed RFP requires respondents to demonstrate extensive experience in employee benefits consulting, regulatory compliance, benefits administration, and public-sector employee benefit programs. Firms must also demonstrate the ability to provide comprehensive support for health, dental, vision, life, and disability programs, as well as conduct annual open enrollment and provide ongoing strategic guidance.

Staff believes that conducting a competitive solicitation at this time is in the City's best interest. The employee benefits industry has undergone significant changes in recent years, including evolving healthcare regulations, expanded technology solutions, enhanced employee

engagement tools, and new strategies for controlling benefit costs. A competitive process will allow the City to evaluate these developments and determine whether additional opportunities exist to improve services and outcomes for employees.

Importantly, issuing an RFP does not preclude the current broker from participating in the process. The incumbent firm will have the opportunity to submit a proposal and compete alongside other qualified firms. If the current broker continues to offer the best overall value and service, the City may ultimately select the incumbent through the competitive process.

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:
E. Business Impact Statement:

III. CONCLUSION:

Staff has reviewed the available options and believes that issuing a Request for Proposals is the most prudent course of action. A competitive procurement process will allow the City to evaluate current market conditions, assess a wider range of service providers, and ensure that the City's employee benefits programs continue to receive the highest level of professional support and strategic guidance.

Conducting an RFP demonstrates the City's commitment to transparency, fiscal responsibility, and obtaining the best value for taxpayers and employees alike. The process will provide Council with the information necessary to make an informed decision regarding the selection of an Insurance Agent-Broker of Record for the City's employee benefits programs.

IV. RECOMMENDED MOTION:

I move to authorize staff to issue a Request for Proposals for Insurance Agent-Broker of Record services for employee benefits and return to Council with a recommendation for contract award following completion of the evaluation process.

Attachments:

1. Brokerage Services - MED ANC RFPs
2. Draft Broker Agent Agreement

REQUEST FOR PROPOSAL (RFP 26-04-HR)

INSURANCE AGENT- BROKER OF RECORD

FOR
MEDICAL, DENTAL, VISION, AND ANCILLIARY
EMPLOYEE BENEFITS

CITY OF DESTIN, FL

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

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive proposals for an agent-broker of record for employee benefits for all insurance lines (health, dental, vision, life and disability).

Request for Proposal may be obtained from the City Clerk's office at Destin City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 between the hours of 8 a.m. and 5 p.m., Monday through Friday or by phone by calling 850-837-4242 or by email: clerksdepartment@cityofdestin.com .

Proposals must be received by the City of Destin in a sealed envelope clearly marked **"RFP 26-04-HR, Insurance Agent-Broker of Record** for Group Health, Dental, Vision, Life and Disability along with the name, return address and telephone number of the proposer, no later than 2:00 p.m. CST, on Friday, June 26th 2025 at which time they will be opened and read aloud.

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

TABLE OF CONTENTS

		Page Number
A.	Proposal Invitation & Schedule of Events	1
B.	General Information	2
C.	Mandatory Proposer Requirements and Evaluation Criteria	3
D.	Evaluation Matrix	5
E.	Instructions for Proposals	6
F.	Terms and Conditions	6
G.	Request for Additional Information	7
H.	Questions and Addendum to Request for Proposals	7
I.	Billings and Payments	8
J.	No Collusion	8
K.	Public Entity Crimes	8
L.	Improper Communication	8

Appendices:

Appendix A – City Background Information	9
Appendix B – Scope of Services	10
Appendix C – Schedule of Fees	11
Appendix D – Carrier Information	12
Appendix E – Drug-Free Workplace Certification Form	13
Appendix F – Public Entity Crimes Statement	14
Appendix G- Sample Contract	

CITY OF DESTIN
INSURANCE AGENT-BROKER SERVICES OF RECORD
FOR GROUP HEALTH AND ANCILLIARY EMPLOYEE BENEFITS

A. Proposal Invitation & Tentative Schedule of Events

The City of Destin, Florida (City), invites insurance agents-brokers licensed to do business in the State of Florida, to submit proposals to provide services for all lines (health, dental, vision, life and disability) per the schedule below.

Schedule of Events

Tentative Calendar of Events*		
1	Issue RFP	June 16, 2026
2	Final Date for Receipt of Questions	June 22, 2026, **no later** than 5:00 p.m. C.S.T
3	Responses to Questions	June 24, 2026
4	Proposals Due to Destin City Clerk & Proposal Opening	June 26, 2026, **no later** than 2:00 p.m. C.S.T.
5	City Council Presentation and Selection	July 6, 2026

B. General Information

1. Responsive proposals will demonstrate that all lines of insurance to include Florida non-profit consortiums/ pools that were formed for the purpose of providing full-service health insurance to Florida public entities to include (health, dental, vision, life, and disability or a health insurance consulting group that has a proven track record specializing in full-service government insurance to include health, dental, vision, life, and disability.

2. It is anticipated the City will contract for insurance agent-broker services for a period of three (3) years with two (2) one-year extension options. The City reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving a sixty (60) days written notice; however, notice shall not be given or accepted within 180 days prior to any policy renewal.

3. The City's Bid Committee will review all proposals. It is the intent of this Committee to make recommendations to the City Council for approval in July 2026. Existing coverages expire August 31, 2026, and it is the City's intent to utilize the agent-broker of record selected through this RFP process to present, recommend and place renewal coverages. Additionally, the agent-broker selected will be expected to conduct the 2026 open enrollment.

4. The selected agent-broker will be expected to maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. Additionally, the selected agent-broker must be fully prepared to proactively address the City's needs and interests for products and services. Service requirements are more fully outlined in **Appendix B, *Scope of Services***.

5. Requirements set forth in this RFP shall be incorporated into the contract between the City and the selected firm, unless otherwise specified in the contract. Additional provisions may be included in the contractual agreement that incorporates the selected agent-broker's proposal, general services and other pertinent requirements and details. All provisions of the agreement must be in compliance with established Federal, State law and City ordinance.

6. Qualified firms submitting a proposal in response to this RFP are responsible for providing all professional services described herein.

7. Finalists may be required to make a 5 minute presentation to City Council. Information from these presentations will be included as part of the selection process.

8. The Destin City Council has the right to accept or reject any and all proposals.

9. Public Records –

HB273 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, lwallace@cityofdestin.com, City of Destin 4200 Indian Bayou Trail Destin, FL 32541.

10. Florida Sunshine Laws - All bidders must have knowledge of the Florida Sunshine Laws and how they relate to the duties required under this RFP.

11. Clarifications/Revisions - Before award, the City reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the response.

12. Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all proposers must disclose with the RFP 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 proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the proposing firm.

C. Mandatory Proposer Requirements and Evaluation Criteria

1. The proposer must be willing and able to place business with all of the City's existing providers as outlined in **Appendix A** of this RFP. This does not mean the City intends to maintain its current carriers; but, would if considered advantageous to the City. Additionally, business with other carriers in health, dental, vision, life and disability lines must be actively operating in the City's market and have viable preferred provider organizations (PPO) networks for health, dental and vision.

2. The proposer must provide a copy of their State of Florida Insurance License.

3. The proposer and all staff assigned to the City's account shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

4. The proposer or any key staff must not have been convicted of a Public Entity Crime. A notarized statement is required (see **Appendix F**)

5. The proposer must be HIPAA compliant and have trained employees on the requirements of the law.

6. Describe training, experience and/or certifications obtained with respect to the Patient Protection and Affordable Care Act (PPACA), (Affordable Care Act (ACA)), and Health Care Reform.

7. Provide a sample of a proposed contract for your firm's services. The general terms and conditions provided in this RFP will be integrated within your proposed contract. Do not include any "evergreen" renewal clauses. Include City indemnification and insurance coverage (general, employers & professional liability, workers' compensation, and auto) clauses.

All proposals submitted for evaluation must include the following information in the format and order noted:

1. The first page shall be the Title Page. The proposer should identify the RFP subject, the name of the firm, local and corporate address, telephone number, name and title of contact person, and date of submission.

2. Immediately following the title page shall begin the following sections:

   Table of Contents – Provide clear identification of the material by section and by page number.

   Letter of Transmittal – Should be brief and introductory in nature.

   Mandatory Proposer Requirements – Responses and documents described in Section C (1-7), Mandatory Proposer Requirements, in the order delineated. List any exceptions taken to these requirements.

3. Proposal Content and Evaluation Criteria – In the order delineated, provide Tab 1 through Tab 7 as follows:

Tab 1. Qualifications and experience of firm - Information related to the agent-brokerage firm qualifications and resources including the following:

a. Description of the firm's history, size, number of clients, staff, and how long it has been in business in the panhandle area of Florida (panhandle is defined in this document as all Florida Counties from/including Leon County in the east to/including Escambia County in the west).

b. List the insurance carriers and lines the firm can access.

c. Description of the firm's resources available for knowledge in the following but not limited to: COBRA, HIPAA, Section 125, Cafeteria Plans, HDHP/HSA and ACA.
d. Description of the firm's legal resources associated with employee benefits.
e. Discuss any impending changes in your organization that could impact the delivery of services.
f. List and describe the metrics the firm utilizes to measure the quality of services provided to clients.
g. How the City's account would compare in size and scope to other clients of the agent-broker.

Tab 2. Qualifications and experience of staff - Resume for each account executive(s) and primary customer support staff to include the following:

a. Description of individual's educational/training background and certifications.
b. Description of individual's work experience. Also, indicate length of time with your firm and in their current position.
c. Description of Account Executive's personal knowledge of insurance markets, specifically for health, dental, vision, life and disability for Florida local governments.

Tab 3. Understanding and approach - A written statement explaining the firms approach to assisting local governments, or other clients, to maximize benefits for employees while minimizing the financial impact of skyrocketing health, dental, and all other lines covered in the RFP. Cite specific examples from your experience. Cite any innovative concepts your firm has employed. Describe your experience and relationship with the City's existing health, dental and other insurance carriers as listed in **Appendix A, *City Background Information***.

Tab 4. Location and accessibility - The name and office location of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:

a. Number of accounts for which the Account Executive is responsible in the panhandle.
b. Steps the Account Executive will take to assure that proper attention will be given to the City's account as your book of business grows.

Tab 5. References – Provide three (3) client references including client name, contact personnel, address, phone number, email, and length of time you have provided agent-broker services. (Include references for services provided for health, dental, vision life and disability.)

Tab 6. Schedule of Fees- Describe the fees associated with those listed in **Appendix C**, ***Schedule of Fees***, as well as any additional costs related to implementation of any proposed service delivery alternatives. Also, indicate if you would receive any other form of compensation such as from vendors, bonus, or any other form of compensation not otherwise characterized to the City of Destin as commissions.

Tab 7. Services- List other services offered by your company that may be of value to the City, to include the cost, if applicable.

a. Describe what your firm's role would be in educating employees on plan benefits.
b. Describe any services you offer regarding employee focus groups and/or employee surveys.
c. Describe the process you use to explore renewal options and present options to employees, staff and City Council.
d. Describe the open enrollment process you utilize.

e. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and the City's employees.
f. Indicate if you can be available for on-site visits with 48 hours notice.
g. Provide details in your proposal of all current wellness program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.
h. Describe your monthly and annual reports of paid claims, quality of experience reports, developing ad hoc reports, extent, and quality of reports on wellness/disease management, ability for covered member to track wellness and heath claims, etc.

D. Evaluation Matrix

Scale of 1 → 100 points, 1 = lowest, 100 = highest

	EVALUATION CRITERIA (from Section E)	MAX. POINTS TO BE EARNED
1.	Qualifications and experience of the firm. This will be evaluated on the breadth and depth of the firm's experience. Additional weighting will be given to those with the most favorable local government client experience in this area**.** **(Tab 1)**	20
2.	Qualifications and experience of specified individuals who will perform and oversee the work. **(Tab 2)**	10
3.	Understanding and approach to the work to be performed for the City. **(Tab 3)**	10
4.	Location and accessibility of staff. **(Tab 4)**	5
5.	References **(Tab 5**)	5
6.	Fees Proposed **(Tab 6 & Appendix C)**	30
7.	Services **(Tab 7)**	20

	TOTAL POINTS POSSIBLE TO BE EARNED	100

E. Instructions for Proposals:

1. Sealed proposals, one (1) original and one (1) exact replica of your original bid response on a USB drive shall be delivered to the City. The original must be clearly marked and be delivered in a sealed envelope or sealed box marked with the "**RFP 26-04-HR, Insurance Agent-Broker** of Record for Group Health, Dental, Vision, Life and Disability" **along with the name, return address and telephone number of the proposer.** The USB drive shall be in Microsoft Word, Excel, Power Point. Faxed, emailed or other electronic formats will not be accepted.

2. Sealed proposals shall be received by or delivered to the City no later than 2:00 P.M., C.S.T, June 26th, 2026 to: **(Proposals received after the above date and time will not be considered.)**

   City of Destin
   Attn: Lisa Wallace, City Clerk
   4200 Indian Bayou Trail
   Destin, Florida 32751

   The above address is a mailing and physical address. The proposals will be publicly opened at Destin City Hall and the names of the proposers responding to the RFP will be read aloud. Proposals will then be sent to the Bid Committee for evaluation and subsequent ranking for City Council decision. The City is under no obligation to return proposals.

3. Cost of the preparation and submittal of proposals is an operational cost of the proposer, and the City of Destin will not be responsible for any such costs incurred.

4. It is anticipated the Bid Committee recommendations shall be presented to the City Council for action. If requested finalists may be asked to make a five (5) minute presentation at this meeting.

5. The City reserves the right to waive any informality in or to reject any or all proposals or refrain from awarding a contract.

6. Non-conforming proposals will be considered non-responsive and rejected.

7. Submission of a proposal does not in any way commit the City to enter into an agreement with that proposer or any other proposer.

8. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by any proposer and submitted to the City as part of this RFP process, or otherwise, may be considered public information under applicable law.

F. Terms and Conditions:

1. All responses shall become the property of the City of Destin.

2. Proposals shall be prepared simply, providing straightforward responses to satisfy the requirements of this RFP.

3. Each firm shall examine all parts of this RFP and shall determine all matters relating to the interpretation of such documents. Only those firms that have received and responded to this RFP will be considered.

4. A response to this RFP does not constitute a bid; therefore, the City retains the right to contact any or all proposers after submittal to obtain supplemental information and/or clarification.

5. The City Council reserves the right to accept or reject any and all proposals received, to waive irregularities or technicalities, and to request re-submission or re-advertisement for all or any part of the RFP. The City Council shall be the sole judge of the proposal, resulting negotiated agreement that is in the City's best interest, and the City's decision shall be final.

6. Signatures of all persons signing shall be in ink in longhand. Affixing, in the margin immediately opposite the correction, the initials of the person signing the proposal, shall authenticate erasures or other corrections.

7. The proposer warrants by virtue of the proposal, terms and conditions quoted in this proposal will be firm for acceptance for a period of ninety (90) days from the date of the proposal opening, unless otherwise stated by the City or respondent.

8. The proposer hereby agrees to indemnify and save harmless the City from and against any and all liability, claims, demands, damages, fines, fees on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.

9. Prior to the RFP due date and time, a proposal may be withdrawn or corrected only upon proper identification being presented by the person who has signed the proposal. After the proposal due date and time, a proposer cannot withdraw or correct a proposal.

G. Request for Additional Information:

The proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain services. The City reserves the right to make investigations of the qualifications of the proposer or any of its agents, as it deems appropriate.

H. Questions and Addendum to Request for Proposals:

Questions or inquiries regarding this RFP shall be in written form only, preferably by e-mail. Questions/Inquiries may be mailed, e-mailed or sent by overnight courier with delivery to the City. All questions/inquiries must include contact person, address, facsimile number, and email address. Responses to questions will be provided to all prospective firms by e-mail. Questions should be submitted to:

Jamie Haynes
HR Director
City of Destin

4200 Indian Bayou Trail
Destin, FL 32541
Phone: (850) 837-4242 X1301
Fax: (850) 269-9890
e-mail:jhaynes@cityofdestin.com

I. Billings and Payments:

Payments are made to vendors on a weekly basis every Thursday for all invoices received and approved by noon on the prior Wednesday. The City will not pay any start up or other implementation costs until all required coverages/services have been bound/contracted.

J. No Collusion:

By offering submission to this RFP, the proposer certifies the proposer has not divulged to, discussed or compared the competitive proposal with other proposers or parties.

K. Public Entity Crimes:

Each proposal shall contain a completed Public Entity Crime Form (Appendix F) pursuant to Florida Statutes, Sections 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.

L. Improper Communication:

Between the time the RFP is issued and the City Council approves the selection of the Firm to perform services, contact concerning this RFP with other than with Human Resources Director, as defined in Section H, shall be cause for disqualification. All prospective submitters are hereby cautioned not to contact any City Council member or any member of the Selection Committee nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms.

APPENDIX A
CITY BACKGROUND INFORMATION

The City of Destin, Florida is located on the coast of the Gulf of Mexico, in Okaloosa County, approximately 162 miles West of Tallahassee and 48 miles East of Pensacola. The population of 14,000 citizens inhabits the 7.9 square miles of the City.

The Mayor and seven elected officials, along with a budgeted staff of 114 full-time and 29 part-time/part-time seasonal, join with 84 volunteer committee members and countless other volunteers to achieve organizational goals and objectives. The City's workforce consists of administrative, professional, recreation/parks and public services staff. Fire and water/sewer are separate entities. Police services are provided through a contract with the Okaloosa County Sheriff's Office. The normal workweek is 40 hours between the hours 6:00am – 5:00p.m.

The City provides health insurance benefits on a fully-insured basis to full-time employees. Other benefits include dental, vision, basic life, AD&D and hospital indemnity. The City presently funds 100% employee coverage. Dependents are funded at 66 2/3rds for health, dental and vision, hospital indemnity. Information about the City's current insurance coverages and carriers are outlined below.

Carriers, Lines & Covered Employees
(All Plans Expire: August 31, 2026)

Carrier	*Line*	*EE*	*EC*	*ES*	*FAM*	• *Total*
United Health Care	Health/High	44	5	11	8	68
United Health Care	Health/HSA	15	5	0	1	21
United Health Care	COBRA Health/PPO&HSA	0	0	0	0	0
United Health Care	Dental	53	11	19	11	94
United Health Care	Vision	52	11	16	12	91
United Health Care	Hospital Indemnity	67	5	14	9	95
United Health Care		***Short Term***		***Long Term***		
Allstate	Disability	96		96		
		Basic Term		***Volunteer***	***Dependent***	
Allstate	Life	96		40	39	

as of: June 2026

APPENDIX B
SCOPE OF SERVICES

Responsibilities of the agent-broker shall include, but not be limited to, the following; all or any of which the selected agent-broker may be asked to perform.

1. Negotiate all insurance renewal rates with current carriers and market group coverage to competing carriers.

2. Consult with City staff regarding the current benefit plan or alternate benefit plans.

3. Analyze the insurance needs of the City and provide written recommendations for changes where appropriate or dictated by changing market conditions.

4. Represent the City as requested in communications with all underwriters, claims adjusters, claimants, or other interested parties.

5. Provide a full range of services, including but not limited to risk exposures, risk identification, written analysis, and insurance placement, written recommendations, alternative service delivery mechanisms or other services as requested by the City or deemed necessary by the agent-broker.

6. Review each insurance policy, binder, certificate or other insuring document to ensure wording is complete, correct, and in compliance.

7. Be available to the City for consultation on a daily basis in performing obligations under this Agreement.

8. Advise the City on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverages carried by or claims processing services provided to the City. This includes budget projections on future costs of benefits programs.

9. Assist with enrollment of newly hired employees, retirees, and COBRA members as well as terminations and changes for current employees; assist City staff with organizing open enrollments to include voluntary benefits plan enrollment, and employee education; and assist City staff in communicating benefit changes, including employee meeting presentations.

10. Agent-broker shall be knowledgeable of the Patient Protection and Affordable Care Act (PPACA) and associated laws of the health care reform legislation, and keep the City abreast of how the health reform will impact city.

11. Resolve billing problems and claims disputes of employee.

12. Design new programs or benefits. Upon the request of the City, the Agent shall provide expert assistance, and advice in the design of new benefits, and recommend new programs.

13. Work with carriers to obtain and provide utilization reports as available; analyze plan and market trends.

14. Other services as mutually agreed upon.

APPENDIX C
SCHEDULE OF FEES

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. **Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)**

APPENDIX C
Schedule of Fees RFP 04-HR

Proposal of:

Line of Business	Commission	Fee	Comments
Group Health Insurance			
Group Dental Insurance			
Group Vision Insurance			
Group Life Insurance			
Group Disability Insurance			
Hospital Indemnity			

Attach additional sheets in this format as needed.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

APPENDIX D
CARRIER INFORMATION

From the list below, please complete the requested information regarding the carriers that you are currently placing business with. You may provide up to three (3) additional carriers you place business with.

APPENDXIX D
Carrier Information City of Destin (RFP 04-HR)

Proposal of:

Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
	Health			
	Health			
	Health			
	Health			
	Dental			
	Dental			
	Dental			
	Dental			
	Life			
	Life			
	Life			
	Life			
	Disability			
	Disability			
	Disability			
	Disability			
	Hospital Indem			
	Hospital Indem			
	Hospital Indem			

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

TELEPHONE NUMBER:_____

SIGNATURE:_____ DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

APPENDIX F
PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

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 _____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.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

APPENDIX G
PUBLIC ENTITY CRIMES STATEMENT (Page 2 of 2)

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

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

(Signature)

Date: _____

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____day of_____, 2018, and is personally known to me, or has provided_____as identification.

_____

Notary Public

My Commission expires

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

CITY OF DESTIN AGENT-BROKER AGREEMENT

This Agent-Broker Agreement ("Agreement") dated July __, 2026, between ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

2.1 If Agent-Broker is an Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP _____ Request for Proposal (the "RFP). All provisions of the City's RFP, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:

2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.

2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.

2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.

2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.

2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.

2.1.6 Agent-Broker agrees not to employ or make use of any advertisement in which the City's (or its affiliate's) name or its registered trademarks are employed without the prior written approval and consent of the City. Upon request of Agent-Broker during the term of this Agreement, the City shall make available for Agent-Broker's use, standard advertising prepared for the City. Agent-Broker may add, at

Agent's expense and with the City's prior written approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.

2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least $1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of $500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.

2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.

2.1.10 Agent-Broker shall promptly prepare and transmit to the City, in a format acceptable to the City, such reports as the City may reasonably require from time to time, including reports of all information necessary for the City to comply with all applicable laws, rules, and regulations or to manage its business.

2.1.11 Agent-Broker shall maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. In addition, Agent-Broker will be fully prepared to proactively address the City's needs and interests for products and services offered and any products and services provided as may be amended.

2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

SAMPLE

4 RESERVATION OF RIGHTS

4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.

4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW

5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.

5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.

5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.

5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Polices underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. **If** Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.

5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:

a. in response to a court order or valid subpoena; or

b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so.

5.6 IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT-BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

SAMPLE

RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, lwallace@cityofdestin.com. Specifically, the Agent-Broker must:

a. 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.

b. 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 Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public agency.

c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker or keep and maintain public records required by the City to perform the service. 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.

6 COMPENSATION

6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP, **Appendix C, Schedule of Fees**, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement shall commence and become effective upon _____, 2026 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.

8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

SAMPLE

Notice, as provided herein, is to be sent

to: If to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name:

Address:

City, State, ZIP:

Phone Number:

Fax Number:

Other Information:

Website (if applicable):

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:

8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;

8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;

8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;

8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;

8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;

8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same

8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;

SAMPLE

8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.

9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.

9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.

9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.

9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.

9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.

9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.

9.9 **Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees or agents of the City for any purpose.**

9.10 Sovereign Immunity**.** Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

9.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties

SAMPLE

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 Agreement.

9.12 In any dispute, litigation, or appeal relating to this Agreement, each party shall be responsible, and solely liable for their own respective attorney's fees and costs.

10. **SERVICES NOT PROVIDED FOR**. No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.

11. **CONFLICT OF INTEREST**.

11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.

11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.

12. **JURY TRIAL WAIVER. AGENT-BROKER AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.**

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By:_____
(City Representative)

Name: Larry Jones

Title: City Manager

Date: _____

By:_____
(Name of Agent-Broker or Agency)

Name: _____

Title: _____

Date: _____

Legal Review:

_____
ROBERT E. LARKIN, III, Esq.

_____
Kimberly Kopp, Esq.

SAMPLE

Labor Attorney City Attorney

SAMPLE

ITEM # 2026-866

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: June 3, 2026

SUBJECT: Equipment Reallocation - Tractor Trade in for two Mowers

I. BACKGROUND: The city uses two 2022 John Deere 3033 R tractors for mowing rights-of-ways and city-owned lots as well as small maintenance projects. Staff is proposing to trade in one of these tractors towards the purchase of two z-turn mowers. Trade-in for the 2022 John Deere 3033 R is $15,000 and the cost of two 2026 John Deere z720e z-track mowers is $15,630.86, leaving the city with $630.86 out of pocket for the transaction. See the attached backup information.

II. DISCUSSION: The larger areas of the City maintained rights of way are being developed, reducing the need for larger equipment. The City-owned vacant lots, swales, and other public non-Parks and Recreation facilities, such as City Hall, City Hall Annex, maintenance yard, library, museum, sheriff's office, public parking lots, harbor pump, vacant properties and rights-of-ways. The purchase of two z turn mowers is necessary to improve the efficiency and effectiveness of maintaining the city's rights of way. Having two z turn units will increase productivity and improve time management by allowing mowing operations to be completed more quickly and efficiently. Having two units will allow crews to work simultaneously in different locations while providing backup equipment to reduce downtime during maintenance or repairs. In addition, the z-turn mowers can safely and effectively maintain swales and other areas, but a small tractor cannot mow, which currently require extensive manual trimming by personnel. Reducing the amount of manual trimming will allow staff to focus on other maintenance responsibilities and improve overall operational efficiency. As the number of unimproved rights of ways maintained by the city decreases over time, the need for two tractors has become obsolete and is better served by replacing one with two z-turn mowers that provide faster mowing speeds, improve maneuverability and reduce labor demands. One small tractor would be used as a trade-in toward the purchase of two z-turn mowers, providing a nearly two

for one value while helping the department maintain and improve service levels, appearance standards and efficient use of personnel and equipment resources.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The effect on the current budget is $630.86 as presented.

C. Level of Service (LOS): The LOS would provide better efficiency with more sized appropriate equipment.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: There is an opportunity to downsize equipment (3303 R tractor) for smaller, more nimble equipment, z720e z-track mowers and maintain or increase efficiency for the smaller Public Works crew to remain an effective work force at a negligible cost.

IV. RECOMMENDED MOTION: I move the City Council to approve equipment trade-in and purchase as requested and direct the City Manager to implement the action.

Attachments:

1. SKM_C250i26060410450

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hagen Marion

Beard Equipment Company

4625 Highway 231 North Panama City, FL 32404

Prepared For

CITY OF DESTIN

4200 INDIAN BAYOU TRL

DESTIN, FL 325414305

(850) 654-1119

Prepared By

Hagen Marion

Beard Equipment Company

4625 Highway 231 North

Panama City, FL 32404

hmarion@beardequipment.com

Quote Id 2173500

Creation Date 01-Jun-2026

Expiration Date 01-Jul-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2026 John Deere Z720E ZTrak 2242TC	**$8,753.38**	**$7,965.58**	1	**$7,965.58**
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
New 2026 John Deere Z720E ZTrak 2242TC	**$8,423.38**	**$7,665.28**	1	**$7,665.28**
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
Equipment Total				**$15,630.86**

Trade In Summary	Extended
John Deere 3033R - 1LV3033RVMM403755	**$15,000.00**
Final Trade Allowance	$15,000.00

Quote Summary	
Total Selling Price	$15,630.86
Total Trade-In Allowance	($15,000.00)
Trade Difference	$630.86
Sub-total	**$630.86**
Balance Due	**$630.86**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 2173500

Customer CITY OF DESTIN

New 2026 John Deere Z720E ZTrak 2242TC

QTY In Group : 1

Hours	0
Serial Number	1TC720EVKTT100276
Stock Number	604096
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
PUK Parent Serial #	- - -

Suggested List
$8,753.38

Selling Price
$7,965.58

Discount Amount
($787.80)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2242TC	Z720E ZTrak	1	$8,279.00	9.0%	($745.11)	$7,533.89

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1036	Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$0.00	9.0%	$0.00	$0.00
001A	United States /Canada	1	$0.00	9.0%	$0.00	$0.00
1502	54 In. High-capacity PRO Mower Deck	1	$330.00	9.0%	($29.70)	$300.30
Total Base / Options			**$8,609.00**		**($774.81)**	**$7,834.19**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BUC10775	BRACKET KIT, STRING TRIMMER KIT Serial Number: - - - Stock Number: - - -	1	$144.38	9.0%	($12.99)	$131.39
Total Dealer Attachments			**$144.38**		**($12.99)**	**$131.39**
Selling Price Subtotal						**$7,965.58**
Total Selling Price		**$8,753.38**		**($787.80)**		**$7,965.58**

New 2026 John Deere Z720E ZTrak 2242TC

QTY In Group : 1

Hours	0
Serial Number	1TC720EALST100006
Stock Number	605685
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
PUK Parent Serial #	- - -

Suggested List
$8,423.38
Selling Price
$7,665.28
Discount Amount
($758.10)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2242TC	Z720E ZTrak	1	$8,279.00	9.0%	($745.11)	$7,533.89

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	United States /Canada	1	$0.00	9.0%	$0.00	$0.00
1500	48 In. High-capacity PRO Mower Deck	1	$0.00	9.0%	$0.00	$0.00
1035	Pneumatic Turf Tire for 48 In. Decks	1	$0.00	9.0%	$0.00	$0.00
Total Base / Options			**$8,279.00**		**($745.11)**	**$7,533.89**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BUC10775	BRACKET KIT, STRING TRIMMER KIT Serial Number: - - - Stock Number: - - -	1	$144.38	9.0%	($12.99)	$131.39
Total Dealer Attachments			**$144.38**		**($12.99)**	**$131.39**
Selling Price Subtotal						**$7,665.28**
Total Selling Price		**$8,423.38**		**($758.10)**		**$7,665.28**

ITEM # 2026-880

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

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

FROM:

DATE: June 10. 2026

SUBJECT: Council Vacancy as of July 21, 2026

I. BACKGROUND: Council Member Jim Bagby is running for Walton County Commissioner in November (and moving out of the City of Destin). As such, Council Member Bagby has announced his resignation from the City Council, effective July 21. 2026.

II. DISCUSSION: Council Member Bagby formally announced his resignation, effective July 21, 2026 (Council Member Bagby is moving out of Destin and running for a Walton County Commission seat) with less than one year remaining until the November, 2026 election.

Section 3.09(a) of the City Charter provides in relevant part that a vacancy occurs if a Council Member resigns from the Council. Additionally, City Charter section 3.09(c)(1) provides: *If there is less than one year remaining in the unexpired term or if there is less than one [year] before the next regular city election, the council by a majority vote of the remaining members shall choose a successor to serve until a newly elected mayor or council member is qualified.*

Notably, City Charter section 3.09(c)(4) states that a *council member or mayor elected to fill the unexpired term of a vacated council or mayor seat shall be eligible to run for one subsequent consecutive term.*

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Staff is seeking direction as to whether the City Council desires to solicit additional applications for Council appointees, or whether to use the existing application pool.

IV. RECOMMENDED MOTION: Council discretion. (Council may move to appoint a resident to the vacated seat from the existing list of applicants or may move to request applications and make an appointment at a subsequent meeting).
This item is anticipatory in nature and intended to give Council time to solicit applications, if desired. No appointment will be made until the August 3. 2026 meeting.

Attachments:

None

ITEM # 2026-890

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

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

FROM: Robert Tomasek, City Engineer

DATE: 06/10/2026

SUBJECT: 3879 Indian Trl Drainage - **Informational Only**

I. BACKGROUND: Mr. Joe Fitzpatrick has attended multiple council meetings to date using his public comment period to assert that a drainage problem exists on his property.

II. DISCUSSION: Mr. Joe Fitzpatrick has attended multiple council meetings to date using his public comment period to assert that a drainage problem exists on his property.

Michael Burgess, Dinah Kertz, and I visited with Mr. Joe Fitzpatrick out on site (3879 Indian Trl) in January 2026. There have been multiple meetings with Mr. Fitzpatrick, Dr. Larry Jones and myself in Dr. Jones' Office. The city's stance is that the drain has always been there, water has always flowed through the property and any change to the channel has been a known issue when the property was divided in the late 1970s. The boundary of the property on the eastern edge states "...along the centerline of Holley Branch..." The northern property edge states "...along the waters of Choctawhatchee Bay..." No meets and bounds exist for the edge of the property.

Outfall locations exist all over Destin, all over Florida, and all over this country that do not have drainage easements and do not need or have to have one. Drainage easements (or purchases) are typically done when establishing a new outfall, ditch, or other water feature that did not exist prior to easement.

There is a defined channel located on the property. The channel varies in width between 5 and 10 feet in width. The channel appears in stable condition with some blockages that are typical for wooded areas. The blockages are ground litter from the many trees in the area surrounding the channel. These blockages, if not cleared, may shift the channel one way or another by a few feet. The is typical of soft soils, but with the amount of vegetation and trees roots in the area,

the channel does not appear to have moved east or west by more than a few feet in the past 50 years.

The original roadway that was built by the county had 1x36-inch CMP (7.068 SF opening). This was replaced sometime in the late 2000s or early 2010s with 2x24-inch CPP (6.283 SF opening). The capacity of the culvert is now less than it was when the house was built in the 1980s. And this capacity is much less than the original open channel that existed prior to roadway being built.

A. Link to Strategic Goals / Objectives: N/A
B. Effect on Budget (EOB): N/A
C. Level of Service (LOS): N/A
D. Legislative Sponsor: N/A
E. Business Impact Statement: N/A

III. CONCLUSION: For Informational Purposes Only. Studies by staff are ongoing and additional updates will be provided to the Council.

IV. RECOMMENDED MOTION: N/A

Attachments:

1. 3879_Indian_Trl_Combined
2. Property Appr Pictures
3. 3879_Indian_Trl_Photos

3879 INDIAN TRL, DESTIN, FL

MAP SOURCE:
USGS QUAD MAP
VILLA TASSO FLA
1935 (1938 ed)

DRAINAGE AREA:
59.29 ACRES

Assumptions:
1) Added location of Indian Trl for consistency.
2) Location of Jeep trails were the boundary of drainage area.



3879 INDIAN TRL, DESTIN, FL

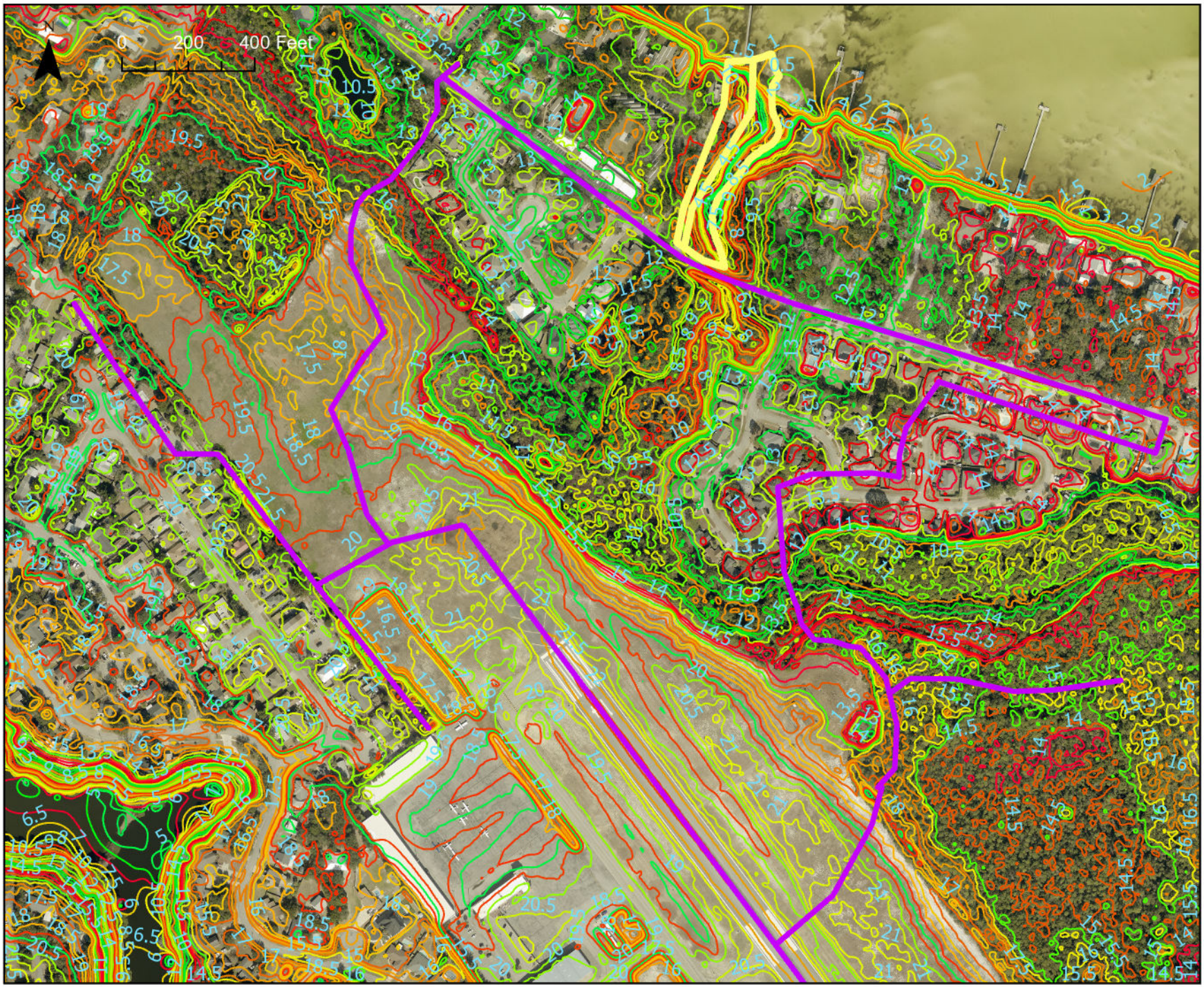
LIDAR SOURCE:
2017 NWFWMD Lidar
coast.noaa.gov/dataviewer/

IMAGE SOURCE:
OKALOOSA COUNTY PROPERTY APPRAISER
www.okaloosapa.com

DRAINAGE AREA:
55.40 ACRES

2x24-in CPPipe Culverts

Assumptions:
1) Some areas along Indian Trl included that may not drain towards culvert.



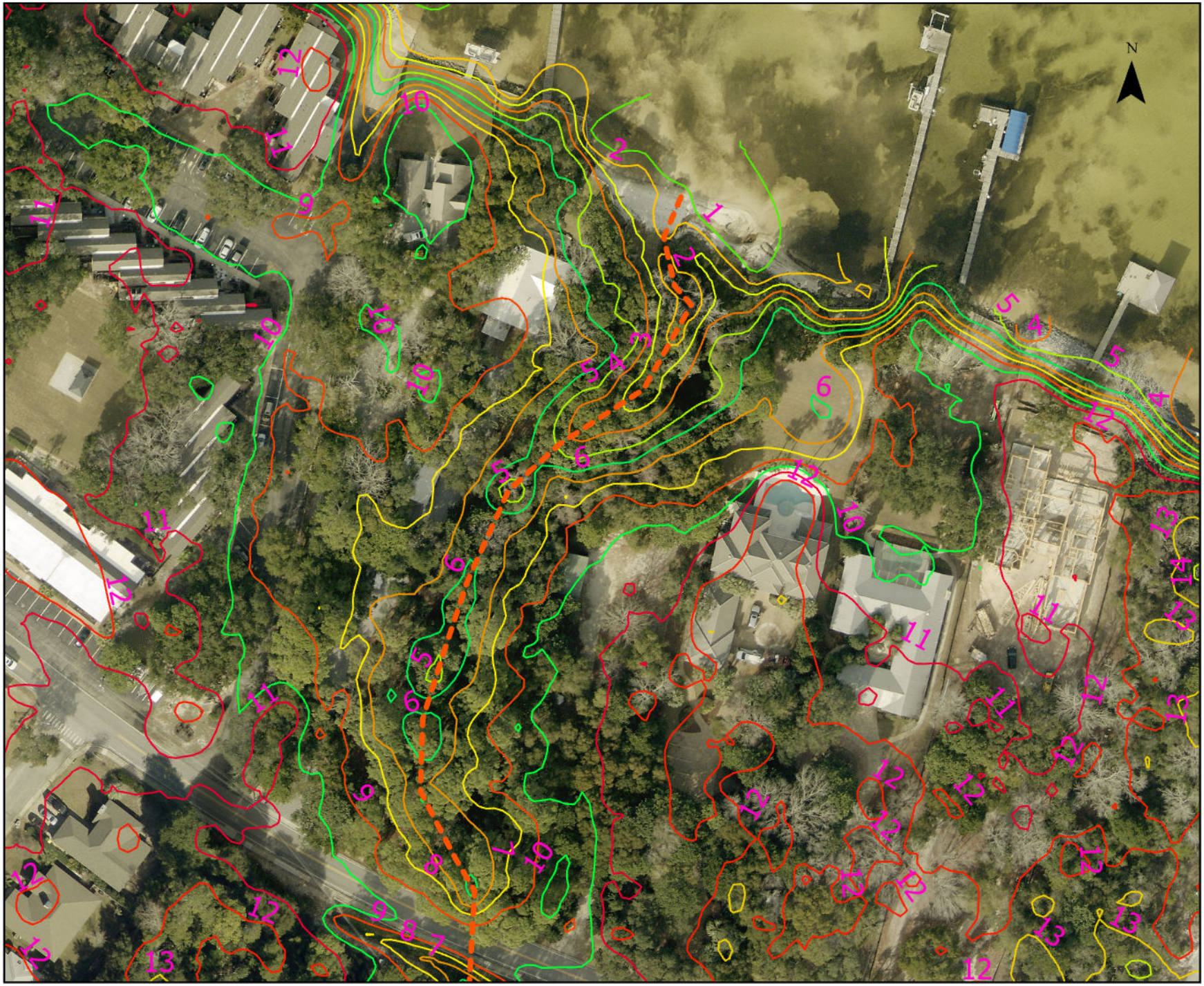
3879 INDIAN TRL, DESTIN, FL

0 50 100 200 Feet

LIDAR SOURCE:
2017 NWFWMD
Lidar
coast.noaa.gov/
dataviewer/

IMAGE SOURCE:
OKALOOSA
COUNTY
PROPERTY
APPRAISER
www.okaloosapa.com

LEGEND:
Channel Locations:
2017 Lidar
2007 Lidar
PARCEL
LOCATION



3879 INDIAN TRL, DESTIN, FL

0 50 100 200 Feet

LIDAR SOURCE:
2017 NWFWMD
Lidar
coast.noaa.gov/
dataviewer/

IMAGE SOURCE:
OKALOOSA
COUNTY
PROPERTY
APPRAISER
www.okaloosapa.com

LEGEND:
Channel Locations:
2017 Lidar
2007 Lidar
PARCEL
LOCATION



3879 INDIAN TRL, DESTIN, FL

0 50 100 200 Feet

LIDAR SOURCE:
2017 NWFWMD
Lidar
coast.noaa.gov/
dataviewer/

IMAGE SOURCE:
OKALOOSA
COUNTY
PROPERTY
APPRAISER
www.okaloosapa.com

LEGEND:
Channel Locations:
2017 Lidar
2007 Lidar
PARCEL
LOCATION



3879 INDIAN TRL, DESTIN, FL

FLOOD (FIRM) MAPS:
FEMA
https://msc.fema.gov/portal/home

IMAGE SOURCE:
OKALOOSA COUNTY PROPERTY APPRAISER
www.okaloosapa.com

LEGEND:

PARCEL LOCATION





Picture from

2016

Red Line is a seawall
Yellow Line is prop. line
Pink Line is shore 2016
Blue Line is shore 2025



Picture from

2025

Red Line is a seawall Line Line is prop. line

Pink Line is shore 2016

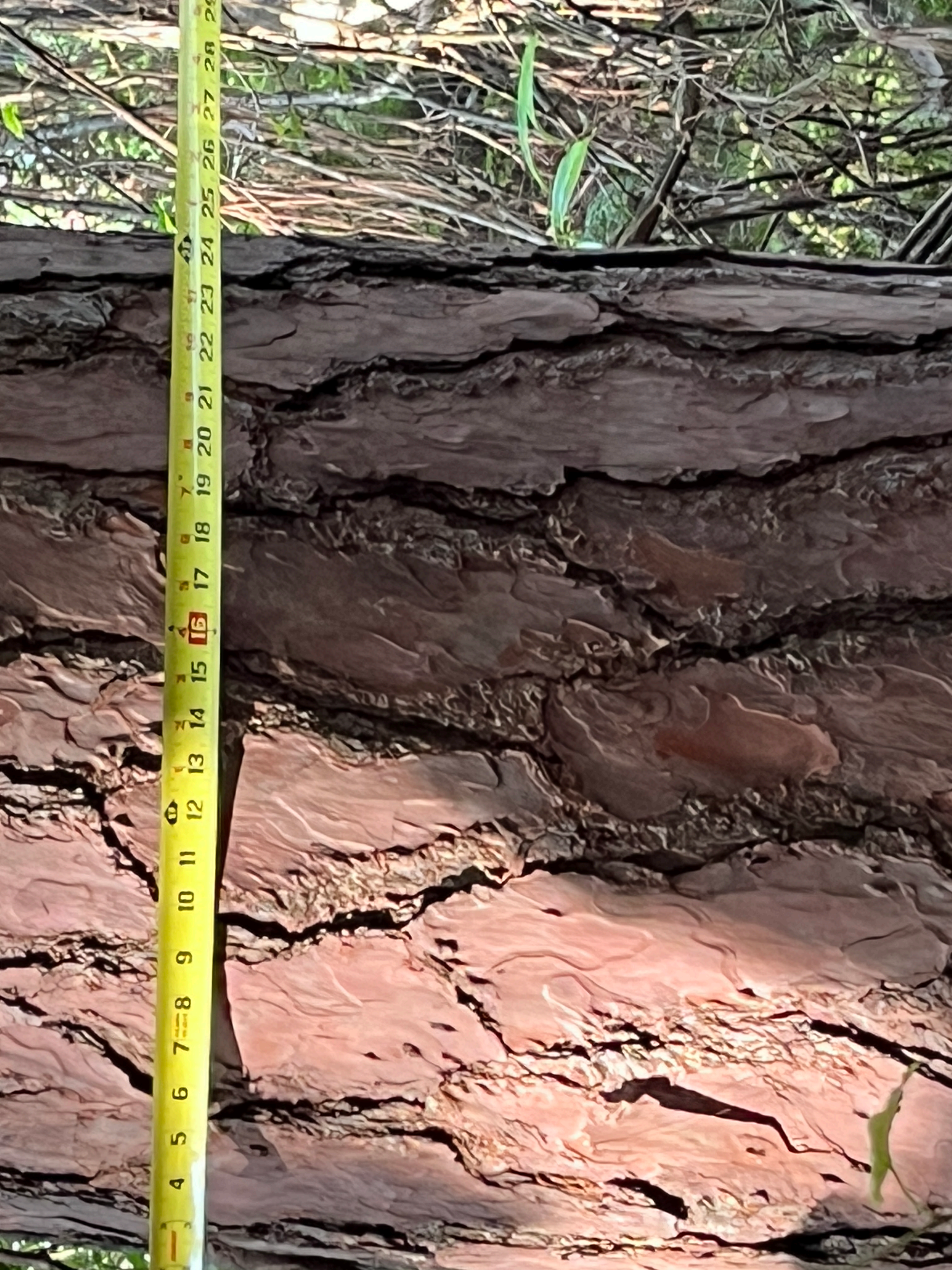
Blue Line is shore 2025












STANLEY
30'

















ITEM # 2026-857

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

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

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

DATE: June 10, 2026

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

A. Link to Strategic Goals / Objectives: 1. Financially sound city providing service excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2026 0615 Capital Project Status

CAPITAL PROJECT STATUS REPORT highlighted projects have grants

downloaded: 6/9/2026 12:51 PM

Council Objective	Project ID	Project Name	Life to Date Actuals+ Encumbrances	Remaining Balance $	Status	Notes
1.6	100018	EN615-Cross-Town Connector	4,485,982	1,186,259	in progress	Phase 1 (strmwtr) completed Jan 2026. Phase 2 (road) started March 2026.
1.6	500028	BOCC-CrossTown Construction	2,938,055	361,945	in progress	See 100018 above.
1.6	500055	State-FDOT TRIP-CrossTown Construction	2,000,000	-	in progress	See 100018 above.
1.6	500022	State-FDOT-CrossTown ROW Acquisition	4,500,000	-	Completed	ROW acquisition complete
4.14	500048	State-FDOT-Destin Linear Multi-Use Trail Beach to Benning Approp	25,184	23,664	in progress	Engineering design completed. Construction is part of Crosstown Connector phase 2 contract (started March 2026).
4.14	100069	CRT17-Destin Multi-Use Trail	442,513	-	in progress	Destin 90% complete. Attaining easements. (4 remaining).
4.14	500023	State-FDOT-Destin Linear Multi-Use Trail Main to Airport Approp	261,480	6,336	in progress	See 100069 above.
4.9	100031	NORG2-Norriego Point Park Development	239,609	-	Completed	
4.9	500059	State-FDEP-Norriego Point Park	5,451,227	0	Completed	
5.6	100023	HURRC-Hurricane Response	-	100,000		For hurricane season (May to Oct) first days of debris cleanup.
5.3	100028	LB002-Library Remodel w/impact fees	64,755	237,330	in progress	Working with DAG to design growth necessitated remodel at a reasonable budget (under $300k).
4.7	100038	RC127-Pickleball Courts	538,199	10,871	in progress	Estimated completion June 2026.

Council Objective	Project ID	Project Name	Life to Date Actuals+ Encumbrances	Remaining Balance $	Status	Notes
4.7	500015	State-FDEP-Pickleball Court Construction	50,000	-	in progress	See 100038 above.
4.7	500047	TDC 12.5% -Pickleball	300,000	-	in progress	See 100038 above.
5.1	100040	RC132-Morgan - Batting Cage	156,211	25,270	in progress	Bringing electric lines to lights by end of June 2026.
4.10a	100041	RC216-Clement Taylor Park Renovations	1,065,550	31,696	in progress	Estimated completion December 2026.
4.10a	500009	Fed-RESTORE-Clement Taylor Park Renovations	697,953	31,965	in progress	See 100041 above.
4.11	100058	SW56-Mattie Kelly Naturewalk Outfall	48,034	182,156	Completed	
4.11	500056	State-FDEP-Mattie Kelly Outfall	577,319	422,681	Completed	
5.7	100063	TRSAF-Intersection Safety	70,389	61,742	in progress	Programmed by public works & safety committee.
1.3	100064	UNDER-Undergrounding	12,257,330	150,000	in progress	Conduit installation 100% complete (on time). Switching is next and waiting for FPL to complete their "betterment" project (eta Sept 2026, FPL waiting on materials). Wreck-out is the final phase.
5.2	100072	DREDG-Dredge Harbor	359,008	157,617	Completed	
5.2	500013	State-FDEP-Dredging Op Grant	100,000	-	Completed	
5.2	500027	BOCC-Dredging Op Grant	400,000	-	Completed	
5.8	500057	BOCC-4Prong Lake Outfall	279,050	720,950	in progress	Dewberry hired by City May 2026 to develop a design/build bid package. State appropriation $1m may be awarded in Sept 2026.
5.8	500014	State-FDEP-4Prong Lake Outfall	-	1,000,000	in progress	See 100073 above.
5.8	100073	SW60-4 Prong Lake Stormwater	-	600,000	in progress	See 100073 above.

Council Objective	Project ID	Project Name	Life to Date Actuals+ Encumbrances	Remaining Balance $	Status	Notes
6.02	100075	Dalton Threadgill infield artificial turf	130,880	30,775	Completed	
6.02	500052	Private Donor-Dalton Threadgill infield artificial turf	103,637	18,600	Completed	
6.02	100076	Dalton Threadgill Ahtletic Field LED Lighting	-	53,650	paused	
6.02	500053	Private Donor-Dalton Threadgill LED Field LIghting	-	93,166	paused	
5.9c	100077	Annex Office Space	16,160	59,840	in progress	Doors/windows arrived May 2026. Construction to be completed by City staff w/support of D&D.
xxx	100078	John Deere Gator Public Works Irrigation, Signs, Sidewalks	22,645	2,355	Completed	
4.19	500025	BOCC-Crystal Beach Park CIP	5,788,476	-	in progress	DO issued. RFP may be issued June/July 2026
4.19	500029	TDC 12.5%-Crystal Beach Park CIP	535,842	-	in progress	See 500025 above
4.19	500026	BOCC-Tarpon Beach Park CIP	8,435,883	-	in progress	Under construction. Estimated completion July 2026.
4.19	500030	TDC 12.5%-Tarpon Beach Park CIP	1,415,020	-	in progress	See 500026 above.
4.19	500038	TDC 12.5%-Tarpon Beach Park Land	9,270,863	-	in progress	See 500026 above.
xxx	500050	Youth Literacy Grant 2025-2026	4,008	(8)	Completed	
1.5	100012	CRH60-Pedestrian Pathway Under Marler Bridge	220,233	18,669	in progress	Baskerville working with FDOT for permitting, and then will complete the design.
1.7	100081	Dalton Threadgill Park Parking Expansion	457,167	72,833	in progress	Property at 446 Calhoun purchased. Engineering design work order in process ($80K)

Council Objective	Project ID	Project Name	Life to Date Actuals+ Encumbrances	Remaining Balance $	Status	Notes
3.2	100043	RR051-General Government Renew/Replace	-	16,000	not started	Funding to replace an HVAC unit.
3.2	100046	RR054-Roads, Sidewalks, Street Lighting Renew/Replace	5,835,999	289,802	in progress	
3.2	100047	RR571-Library Renewal/Replacement	10,494	129,822	in progress	Funding to replace sod, paint, monument sign.
3.2	100029	LBOOK-Library Annual additions to collections	35,299	30,626	in progress	
3.2	100048	RR572-Parks Renewal/Replacement	18,240	14,325	in progress	
3.2	100052	RRV57-Parks Replacement Vehicles	134,358	7,440	in progress	
3.2	100049	RR573-Recreation Renewal/Replacement	708,873	194,277	in progress	$652k PO for community ctr roof authorized 04/20/26 to ICE. Com ctr doors/windows/stucco plans next.
xxx	100071	Motorized Equip/Vehicles	11,104	896	in progress	
xxx	100037	RC125-Buck Destin Restrooms	27,608	24,250	in progress	
	500044	TDC 12.5%-FY25+ Beachfront Park Operations	513,003	323,918	in progress	
	500011	State-FDEP-Leonard Destin Park Operations	553,560	115,840	in progress	
	500058	City of Destin Vulnerability Assessment and Adaptation Plan Updates	457,900	-	started	$457k PO authorized 04/07/26 to Dewberry
	500062	2026 Dollar General Literacy Foundation Grant	-	3,000	started	
		GRAND TOTAL life-to-date exps	**72,015,100**	**6,810,559**		
		FY 2026 Budget	43,401,876			
		FY 2026 Actuals + Encumbrances	36,591,617			
		FY 2026 Remaining Budget	6,810,559			

		FY 2026 Budget
Council Objectives		
1.1	Work with Stakeholders to pursue a Destin City Center	$ -
1.2	Public waterfront acquisition initiative	-
1.3	Underground utilities	6,054,382
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	-
1.5	Pedestrian access concepts under the Marler Bridge	91,665
1.6	Two-lane Crosstown Connector	9,720,363
1.7	Improve parking, explore options (parking garage, surface parking)	530,000
1.8	Annexation of unincorporated enclaves (Op Budget)	-
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations (Op Budget)	-
1.10	Support for regional Transit and Ferry systems	-
1.11	City Marina (Feasibility Study + Construction)	-
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-
1.13	Support regional workforce housing initiatives	-
Management Objectives		-
2.1-2.11	These are management-related, not capital project related	-
Management in Progress (capital projects only listed below)		-
3.2	Plan for renewal and replacement of city facilities and infrastructure	7,425,555
3.6	Develop/Implement Wayfinding Program; Improve the City's gateways	-
3.8	Improve sidewalks (install missing sections, improve user safety, wider, more walkable)	-
Major Projects (CIP in progress only)		-
4.7	Pickleball Courts: Complete design and construct	690,000
4.8	FDOT Median Improvement project	-
4.9	Norriego Point Park improvements Phase III	5,451,227
4.10	Renovate Clement Taylor Park	1,720,586
4.11	Redevelop Joe's Bayou Recreation Area	1,200,000
4.12	Continuity of streelights/Conversion to LEDs	-
4.13	Implement prioritized stormwater improvements based on the Stormwater Mast Plan	-

4.14	Linear Trail/Sun Trail: Secure additional funding, complete design, secure required easements, construct Phase 1 trail Mattie Kelly Blvd to 98 Plams		36,336
4.18	Complete Beach to Benning portion of the Crosstown Connector (see funded 1.6)		-
4.19	Complete improvements to the Shore at Crystal Beach Park & Tarpon Park		4,323,773
	TOTAL for items on the Strategic Plan	$	36,531,745

Total Capital Budget	**$**	**38,728,598**
% FOR STRATEGIC PLAN		**94%**

NOT ON COUNCIL OBJECTIVE LIST:		FY 2026 Budget
5.1	Upgrades to Morgan Sport Center (Bathrooms; Storage; Shade; Batting Cage; Artificial infields)	168,482
5.2	Dredge Harbor Channel	1,016,625
5.3	Upgrade/Remodel and expand Library	275,358
5.4	Code Enforcement New Equipment	-
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 Safety	132,131
5.8	4-Prong Lake Stormwater	2,600,000
5.9b	Median Maintenance Equipment (start-up year)	-
5.9c	City Hall Annex Renovations (office space for needed	76,000
5.9d	Lightening protection for City Hall Annex	-
6.0	Navigational Channel Improvements & Maintenance (formerly 107 Study)	-
6.01	Upgrade/Remodel and expand Community Center	-
6.02	Ugrades to Dalton Threadgill (turf, drainage, property line issues, parking)	430,709
6.03	Improve roadway interconnectivity	-
6.04	Design of park elements at Crosstown Road	-
6.05	Boardwalk improvements & extension	-
6.06	One way studies (stahlman/98; crystal beach)	-
6.07	Traffic Calming measures	-
xxx	Other small projects	66,000
	TOTAL for additional projects not on Plan	$ 2,196,853
	TOTAL for all projects	$ 38,728,598

ITEM # 2026-858

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.K.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: June 10, 2026

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 05/31/2026:

- At the end of April, we were 67% of the way through Fiscal Year 2026, which is October 1 - September 30, 2026.
- 96% of taxes have been received. The majority of property taxes arrived December - February. Other taxes such as Communication Sales Tax and the two Gas Taxes are received in equal monthly installments from the State of Florida.
- We have expended and encumbered 66% of the Operating Budget.
- We have expended and encumbered 89% ($37m/$41m) of the Capital Budget.
- The net change in total fund balance is a year-to-date increase of $4 million.

The reserve committed by Resolution 12-20 is $17 million which is equivalent to 1 year of debt service + 3 months operating costs for operations + 3 months operating costs for emergencies.

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:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2026p08 May Ops Fin

City of Destin

FY 2026 10/01/2025 - 06/10/2026

last updated: 6/10/2026 10:13 AM

	FY 2026 Budget Vs Actuals				
Council Trend	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
10 Taxes	18,319,108	17,566,408	-	752,700	18,403,356
11 Intergovermental Revenue	25,698,081	12,317,537	-	13,380,544	24,336,444
12 Permits, Fees, & Special Assessments	7,788,504	5,569,573	-	2,218,931	7,836,670
13 Charges For Services	1,415,371	864,129	-	551,242	1,627,943
14 Judgements, Fines, & Forfeits	56,500	67,327	-	(10,827)	85,293
15 Miscellaneous Revenues	1,451,404	1,195,001	-	256,402	2,221,342
16 Other Sources	-	-	-	-	-
17 Transfers In	8,932,838	7,837,570	-	1,095,268	9,050,230
Total Cash In	63,661,805	45,417,545	-	18,244,261	63,561,278
20 Personnel Services	7,794,071	4,332,458	-	3,461,612	6,546,141
21 Personnel Taxes & Benefits	2,754,731	1,570,206	-	1,184,525	2,537,139
22 Operating Expenses	12,123,089	6,630,564	2,790,629	2,701,896	10,537,623
23 Grants And Aids	17,000	10,839	-	6,161	15,452
24 Debt Service	5,704,731	3,279,729	26,823	2,398,179	5,510,172
25 Capital Outlay	41,187,875	17,675,237	18,837,370	4,675,268	36,812,861
26 Transfers Out	8,932,838	7,837,570	-	1,095,268	9,060,190
Total Cash Out	78,514,335	41,336,603	21,654,822	15,522,910	71,019,578
NET CHANGE	(14,852,529)	4,080,942			(7,458,300)
BEGINNING BALANCE	69,733,719	69,733,719			69,646,348
ENDING BALANCE	54,881,190	73,814,661			62,269,687

GENERAL FUND	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
001 General Fund-10 Taxes	14,054,119	13,588,876	-	465,243	14,138,115
001 General Fund-11 Intergovermental Revenue	3,600,514	1,717,102	-	1,883,412	3,307,241
001 General Fund-12 Permits, Fees, & Special Asse	5,415,898	3,699,394	-	1,716,503	5,066,677
001 General Fund-13 Charges For Services	676,541	456,731	-	219,810	611,299
001 General Fund-14 Judgements, Fines, & Forfeit	56,400	57,014	-	(614)	74,980
001 General Fund-15 Miscellaneous Revenues	624,600	170,177	-	454,423	934,834
001 General Fund-16 Other Sources	-	-	-	-	-
001 General Fund-17 Transfers In	-	-	-	-	-
Total Cash In	24,428,072	19,689,294	-	4,738,778	24,133,145
001 General Fund-20 Personnel Services	7,090,813	3,940,663	-	3,150,150	5,922,967
001 General Fund-21 Personnel Taxes & Benefits	2,479,479	1,435,233	-	1,044,246	2,298,219
001 General Fund-22 Operating Expenses	10,423,340	5,713,581	2,277,732	2,432,027	9,044,334
001 General Fund-23 Grants And Aids	17,000	10,839	-	6,161	15,452
001 General Fund-24 Debt Service	198,842	37,523	26,823	134,497	72,340
001 General Fund-25 Capital Outlay	1,380,967	575,877	486,238	318,852	1,084,090
001 General Fund-26 Transfers Out	3,763,780	3,541,066	-	222,714	3,830,496
Total Cash Out	25,354,221	15,254,782	2,790,793	7,308,646	22,267,898
NET CHANGE	(926,149)	4,434,512			1,865,248
BEGINNING BALANCE	35,793,131	35,793,131			35,793,131
ENDING BALANCE	34,866,981	40,227,643			37,658,378

BUILDING INSPECTION (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
101 Florida Building Code Fund-12 Permits, Fees, &	1,248,161	907,800	-	340,361	1,248,188
101 Florida Building Code Fund-13 Charges For Ser	32,830	30,818	-	2,013	38,868
101 Florida Building Code Fund-14 Judgements, Fi	100	10,313	-	(10,213)	10,313
101 Florida Building Code Fund-15 Miscellaneous I	5,000	9,630	-	(4,630)	13,405
101 Florida Building Code Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,286,091	958,561	-	327,530	1,310,774
Total Cash Out	1,196,208	624,996	15,742	555,470	989,189
NET CHANGE	89,883	333,565			321,585
BEGINNING BALANCE	230,466	230,466			230,466
ENDING BALANCE	320,349	564,031			552,051

NPEB WATER QUALITY (Committed by City Ordinance)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
102 Npeb Water Quality Fund-12 Permits, Fees, &	25,000	51,751	-	(26,751)	41,751
102 Npeb Water Quality Fund-15 Miscellaneous R	5,000	6,945	-	(1,945)	8,306
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	30,000	58,696	-	(28,696)	50,057
102 Npeb Water Quality Fund-22 Operating Exper	146,905	127,828	-	19,077	137,428
102 Npeb Water Quality Fund-25 Capital Outlay	-	-	-	-	-
102 Npeb Water Quality Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	146,905	127,828	-	19,077	137,428
NET CHANGE	(116,905)	(69,132)			(87,371)
BEGINNING BALANCE	283,953	283,953			196,582
ENDING BALANCE	167,048	214,820			190,850

PARKING (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
103 Parking Fund-13 Charges For Services	706,000	376,580	-	329,420	977,777
103 Parking Fund-14 Judgements, Fines, & Forfeits	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	55,000	66,640	-	(11,640)	88,721
Total Cash In	761,000	443,221	-	317,779	1,066,497
103 Parking Fund-22 Operating Expenses	404,704	80,277	360,820	(36,392)	446,557
103 Parking Fund-25 Capital Outlay	80,000	-	3,000	77,000	3,000
103 Parking Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	484,704	80,277	363,820	40,608	449,557
NET CHANGE	276,296	362,944			616,940
BEGINNING BALANCE	2,720,233	2,720,233			2,720,233
ENDING BALANCE	2,996,529	3,083,177			3,337,173

PERMITTING TECHNOLOGY (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
105 Permit & License Technology Fund-15 Miscell	10,300	20,610	-	(10,310)	27,014
105 Permit & License Technology Fund-17 Transfe	178,071	270,115	-	(92,044)	295,168
105 Permit & License Technology Fund-16 Other S	-	-	-	-	-
Total Cash In	188,371	290,726	-	(102,355)	322,182
105 Permit & License Technology Fund-22 Operati	132,959	82,915	16,558	33,486	119,473
105 Permit & License Technology Fund-25 Capital	-	-	-	-	-
105 Permit & License Technology Fund-26 Transfe	-	-	-	-	-
Total Cash Out	132,959	82,915	16,558	33,486	119,473
NET CHANGE	55,412	207,811			202,709
BEGINNING BALANCE	745,252	745,252			745,252
ENDING BALANCE	800,664	953,063			947,961

TOWN CENTER CRA ends 2037 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
106 Cra Town Center Fund-10 Taxes	2,273,265	2,273,265	-	0	2,273,265
106 Cra Town Center Fund-15 Miscellaneous Reve	80,000	82,709	-	(2,709)	101,462
Total Cash In	2,353,265	2,355,974	-	(2,709)	2,374,726
106 Cra Town Center Fund-20 Personnel Services	22,505	14,558	-	7,948	22,612
106 Cra Town Center Fund-21 Personnel Taxes & I	5,382	4,452	-	930	7,256
106 Cra Town Center Fund-22 Operating Expenses	153,150	44,122	34,103	74,924	87,046
106 Cra Town Center Fund-25 Capital Outlay	17,487	8,875	-	8,612	8,875
106 Cra Town Center Fund-26 Transfers Out	999,667	750,202	-	249,465	1,000,110
Total Cash Out	1,198,191	822,209	34,103	341,878	1,125,899
NET CHANGE	1,155,074	1,533,764			1,248,827
BEGINNING BALANCE	1,320,512	1,320,512			1,320,512
ENDING BALANCE	2,475,587	2,854,277			2,569,340

HARBOR CRA ends 2043 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
107 Cra Harbor District Fund-10 Taxes	1,221,724	1,221,723	-	1	1,221,723
107 Cra Harbor District Fund-15 Miscellaneous Re	27,000	23,469	-	3,531	31,195
107 Cra Harbor District Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,248,724	1,245,192	-	3,532	1,252,919
107 Cra Harbor District Fund-20 Personnel Service	22,505	14,557	-	7,948	22,612
107 Cra Harbor District Fund-21 Personnel Taxes &	5,382	4,452	-	930	7,256
107 Cra Harbor District Fund-22 Operating Expens	91,037	25,278	22,309	43,451	60,048
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,530,274	1,150,034	-	380,240	1,531,240
Total Cash Out	1,649,198	1,194,321	22,309	432,568	1,621,155
NET CHANGE	(400,474)	50,871			(368,237)
BEGINNING BALANCE	790,304	790,304			790,304
ENDING BALANCE	389,830	841,175			422,068

FDEP WATER QUALITY (Restricted by Grantor Agreement)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
108 Fdep Water Quality Fund-15 Miscellaneous Re	2,025	2,423	-	(398)	3,667
108 Fdep Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	2,025	2,423	-	(398)	3,667
108 Fdep Water Quality Fund-22 Operating Expen	78,530	5,355	63,365	9,810	68,720
108 Fdep Water Quality Fund-25 Capital Outlay	-	-	-	-	-
Total Cash Out	78,530	5,355	63,365	9,810	68,720
NET CHANGE	(76,505)	(2,932)			(65,053)
BEGINNING BALANCE	92,771	92,771			92,771
ENDING BALANCE	16,266	89,839			27,718

OKALOOSA HALF PENNY ends 12/2028 (Committed by Council Motion)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
109 Okaloosa Half-Penny Fund-11 Intergovernmt	1,719,730	871,330	-	848,400	1,610,679
109 Okaloosa Half-Penny Fund-15 Miscellaneous F	130,000	166,942	-	(36,942)	231,318
109 Okaloosa Half-Penny Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,849,730	1,038,271	-	811,459	1,841,997
109 Okaloosa Half-Penny Fund-22 Operating Expe	-	-	-	-	-
109 Okaloosa Half-Penny Fund-25 Capital Outlay	1,753,531	312,809	572,916	867,806	885,725
109 Okaloosa Half-Penny Fund-26 Transfers Out	1,853,977	1,763,841	-	90,136	1,853,976
Total Cash Out	3,607,508	2,076,650	572,916	957,942	2,739,701
NET CHANGE	(1,757,778)	(1,038,379)			(897,704)
BEGINNING BALANCE	7,181,078	7,181,078			7,181,078
ENDING BALANCE	5,423,300	6,142,699			6,283,375

2013 LOAN DEBT SERVICE 3.04% (Payoff 08/2031)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
213 2013 Revenue Refunding Note Fund-15 Misce	5,000	5,986	-	(986)	8,992
213 2013 Revenue Refunding Note Fund-17 Trans	552,000	413,701	-	138,299	551,498
Total Cash In	557,000	419,687	-	137,313	560,490
213 2013 Revenue Refunding Note Fund-22 Opera	5	1	-	4	2
213 2013 Revenue Refunding Note Fund-24 Debt S	551,850	45,186	-	506,664	551,801
213 2013 Revenue Refunding Note Fund-26 Trans	-	-	-	-	-
Total Cash Out	551,855	45,187	-	506,668	551,803
NET CHANGE	5,145	374,500			8,687
BEGINNING BALANCE	108,169	108,169			108,169
ENDING BALANCE	113,314	482,669			116,856

2014 LOAN DEBT SERVICE 3.41% (Payoff 06/2037)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
214 2014 Revenue Refunding Note Fund-15 Misce	5,000	9,165	-	(4,165)	10,850
214 2014 Revenue Refunding Note Fund-17 Trans	733,000	549,336	-	183,664	732,477
Total Cash In	738,000	558,501	-	179,499	743,326
214 2014 Revenue Refunding Note Fund-22 Opera	5	2	-	3	3
214 2014 Revenue Refunding Note Fund-24 Debt S	734,275	121,574	-	612,701	732,361
214 2014 Revenue Refunding Note Fund-26 Trans	-	-	-	-	-
Total Cash Out	734,280	121,576	-	612,704	732,364
NET CHANGE	3,720	436,925			10,962
BEGINNING BALANCE	263,934	263,934			263,934
ENDING BALANCE	267,654	700,859			274,896

2021 LOAN DEBT SERVICE 1.139% (Payoff 03/2029)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
221 2021 Revenue Refunding Note Fund-15 Misce	500	903	-	(403)	1,211
221 2021 Revenue Refunding Note Fund-16 Other	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Trans	1,305,260	977,036	-	328,224	1,305,259
Total Cash In	1,305,760	977,939	-	327,821	1,306,469
221 2021 Revenue Refunding Note Fund-22 Opera	5	3	-	2	5
221 2021 Revenue Refunding Note Fund-24 Debt S	1,305,260	977,036	-	328,224	1,305,259
221 2021 Revenue Refunding Note Fund-26 Trans	-	-	-	-	-
Total Cash Out	1,305,265	977,039	-	328,226	1,305,263
NET CHANGE	495	900			1,206
BEGINNING BALANCE	2,749	2,749			2,749
ENDING BALANCE	3,244	3,649			3,955

2023 LOAN 0% (Payoff 09/2032)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
223 2023 Tdc Advance Fund-11 Intergovermental	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-16 Other Sources	-	-	-	-	-
223 2023 Tdc Advance Fund-17 Transfers In	-	-	-	-	-
Total Cash In	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-24 Debt Service	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-25 Capital Outlay	-	-	-	-	-
223 2023 Tdc Advance Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	750,000	-	-	750,000	750,000
NET CHANGE	-	-	-	-	-
BEGINNING BALANCE	-	-	-	-	-
ENDING BALANCE	-	-	-	-	-

2024 LOAN DEBT SERVICE 3.48% (Payoff 10/2029 possible ext to 10/2039)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
224 2024 Capital Project Note Fund-15 Miscellane	2,000	11,029	-	(9,029)	18,553
224 2024 Capital Project Note Fund-16 Other Sour	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfers I	2,164,507	1,627,380	-	537,127	2,165,829
Total Cash In	2,166,507	1,638,409	-	528,098	2,184,382
224 2024 Capital Project Note Fund-22 Operating	20	1	-	19	2
224 2024 Capital Project Note Fund-24 Debt Servi	2,164,504	2,098,411	-	66,093	2,098,411
224 2024 Capital Project Note Fund-26 Transfers C	-	-	-	-	-
Total Cash Out	2,164,524	2,098,412	-	66,112	2,098,413
NET CHANGE	1,983	(460,003)			85,970
BEGINNING BALANCE	1,020,154	1,020,154			1,020,154
ENDING BALANCE	1,022,137	560,150			1,106,123

RENEWAL & REPLACEMENT FUND (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
301 Renewal & Replacement Fund-10 Taxes	530,000	340,563	-	189,437	532,272
301 Renewal & Replacement Fund-12 Permits, Fee	-	54,168	-	(54,168)	54,168
301 Renewal & Replacement Fund-15 Miscellaneo	31,500	144,640	-	(113,140)	205,897
301 Renewal & Replacement Fund-17 Transfers In	4,000,000	4,000,000	-	-	4,000,000
Total Cash In	4,561,500	4,539,370	-	22,130	4,792,337
301 Renewal & Replacement Fund-22 Operating E	10	-	-	10	-
301 Renewal & Replacement Fund-25 Capital Outl	6,317,212	1,775,194	3,878,422	663,596	5,808,616
301 Renewal & Replacement Fund-26 Transfers O	-	-	-	-	-
Total Cash Out	6,317,222	1,775,194	3,878,422	663,606	5,808,616
NET CHANGE	(1,755,722)	2,764,177			(1,016,278)
BEGINNING BALANCE	3,703,735	3,703,735			3,703,735
ENDING BALANCE	1,948,014	6,467,912			2,687,457

CAPITAL GRANTS (Restricted by Grant Agreements)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
305 Capital Grant Fund-11 Intergovermental Reve	19,627,837	9,729,106	-	9,898,732	18,668,523
305 Capital Grant Fund-15 Miscellaneous Revenue	229,729	103,637	-	126,091	56,219
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-
305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
Total Cash In	19,857,566	9,832,743	-	10,024,823	18,724,742
305 Capital Grant Fund-22 Operating Expenses	500,000	500,000	-	-	500,000
305 Capital Grant Fund-24 Debt Service	-	-	-	-	-
305 Capital Grant Fund-25 Capital Outlay	19,357,566	9,504,945	8,740,580	1,112,041	18,198,106
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	19,857,566	10,004,945	8,740,580	1,112,041	18,698,106
NET CHANGE	(0)	(172,202)			26,635
BEGINNING BALANCE	(26,635)	(26,635)			(26,635)
ENDING BALANCE	(26,635)	(198,837)			(0)

Gas Tax #2 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
306 Gas Tax#2 Fund-10 Taxes	240,000	141,982	-	98,018	237,982
306 Gas Tax#2 Fund-15 Miscellaneous Revenues	6,000	24,228	-	(18,228)	32,996
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
Total Cash In	246,000	166,209	-	79,791	270,978
306 Gas Tax#2 Fund-22 Operating Expenses	5	-	-	5	1
306 Gas Tax#2 Fund-25 Capital Outlay	700,000	-	-	700,000	-
306 Gas Tax#2 Fund-26 Transfers Out	241,730	201,125	-	40,605	271,123
Total Cash Out	941,735	201,125	-	740,610	271,124
NET CHANGE	(695,735)	(34,916)			(146)
BEGINNING BALANCE	919,156	919,156			919,156
ENDING BALANCE	223,421	884,240			919,010

ELECTRIC FRANCHISE ends 2051 (Restricted by City Ordinance)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
307 Electric Franchise For Undergrounding-12 Per	930,000	445,363	-	484,637	971,111
307 Electric Franchise For Undergrounding-15 Mis	51,500	84,389	-	(32,889)	115,030
307 Electric Franchise For Undergrounding-17 Tra	-	-	-	-	-
Total Cash In	981,500	529,752	-	451,748	1,086,141
307 Electric Franchise For Undergrounding-22 Ope	12	-	-	12	-
307 Electric Franchise For Undergrounding-25 Cap	1,018,000	-	868,000	150,000	908,000
307 Electric Franchise For Undergrounding-26 Tra	462,339	346,254	-	116,085	460,405
Total Cash Out	1,480,351	346,254	868,000	266,097	1,368,405
NET CHANGE	(498,851)	183,499			(282,264)
BEGINNING BALANCE	3,345,756	3,345,756			3,345,756
ENDING BALANCE	2,846,905	3,529,254			3,063,492

PUBLIC SAFETY IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
310 Police Impact Fee Fund-12 Permits, Fees, & Sp	3,025	1,862	-	1,162	3,696
310 Police Impact Fee Fund-15 Miscellaneous Rev	-	480	-	(480)	706
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	3,025	2,343	-	682	4,402
310 Police Impact Fee Fund-22 Operating Expense	-	-	-	-	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
310 Police Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	-	-	-	-	11
NET CHANGE	3,025	2,343			4,391
BEGINNING BALANCE	19,031	19,031			19,031
ENDING BALANCE	22,056	21,374			23,422

MOBILITY FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
311 Transportation Impact Fee Fund-12 Permits, F	96,033	361,539	-	(265,507)	400,750
311 Transportation Impact Fee Fund-15 Miscellan	40,500	54,786	-	(14,286)	74,676
311 Transportation Impact Fee Fund-17 Transfers	-	-	-	-	-
Total Cash In	136,533	416,325	-	(279,792)	475,427
311 Transportation Impact Fee Fund-22 Operating	-	-	-	-	1
311 Transportation Impact Fee Fund-25 Capital Ou	1,616,428	15,624	1,142,589	458,215	1,158,213
311 Transportation Impact Fee Fund-26 Transfers	-	-	-	-	-
Total Cash Out	1,616,428	15,624	1,142,589	458,215	1,158,214
NET CHANGE	(1,479,895)	400,701			(682,787)
BEGINNING BALANCE	1,989,502	1,989,502			1,989,502
ENDING BALANCE	509,607	2,390,203			1,306,714

LIBRARY IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
312 Library Impact Fee Fund-12 Permits, Fees, & S	13,746	11,690	-	2,056	13,473
312 Library Impact Fee Fund-15 Miscellaneous Rev	5,250	7,445	-	(2,195)	9,757
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	18,996	19,135	-	(139)	23,230
312 Library Impact Fee Fund-22 Operating Expens	-	-	-	-	1
312 Library Impact Fee Fund-25 Capital Outlay	275,358	17,358	20,670	237,330	38,028
Total Cash Out	275,358	17,358	20,670	237,330	38,028
NET CHANGE	(256,362)	1,778			(14,798)
BEGINNING BALANCE	274,996	274,996			274,996
ENDING BALANCE	18,634	276,774			260,198

PARKS IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
313 Park Impact Fee Fund-12 Permits, Fees, & Spe	56,642	36,005	-	20,637	36,856
313 Park Impact Fee Fund-15 Miscellaneous Revei	10,500	11,234	-	(734)	15,948
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	67,142	47,239	-	19,903	52,804
313 Park Impact Fee Fund-22 Operating Expenses	-	-	-	-	1
313 Park Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
313 Park Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	-	-	-	-	1
NET CHANGE	67,142	47,239			52,803
BEGINNING BALANCE	465,847	465,847			465,847
ENDING BALANCE	532,989	513,087			518,651

2024 CONSTRUCTION LOAN (Restricted by loan covenant)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
324 2024 Bond Capital Project Fund-15 Miscellane	125,000	187,535	-	(62,535)	230,584
324 2024 Bond Capital Project Fund-16 Other Sou	-	-	-	-	-
324 2024 Bond Capital Project Fund-17 Transfers I	-	-	-	-	-
Total Cash In	125,000	187,535	-	(62,535)	230,584
324 2024 Bond Capital Project Fund-22 Operating	-	0	-	(0)	0
324 2024 Bond Capital Project Fund-25 Capital Ou	8,671,327	5,464,556	3,124,956	81,816	8,720,209
324 2024 Bond Capital Project Fund-26 Transfers (	-	-	-	-	-
Total Cash Out	8,671,327	5,464,556	3,124,956	81,816	8,720,210
NET CHANGE	(8,546,327)	(5,277,021)			(8,489,626)
BEGINNING BALANCE	8,489,625	8,489,625			8,489,625
ENDING BALANCE	(56,702)	3,212,604			(0)

ITEM # 2026-859

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.L.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: June 2, 2026

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.

— HOW OFTEN ARE THESE TAXES REMITTED?

Tax return and payment are remitted monthly. A tax return is due even when no rental
reporting period. The tax return and payment are due the first day of the month followi
considered delinquent if not postmarked by the 20th of the month following the close o
the January reporting period is from January 1 through January 31, the tax return and
no later than the February 20th. There is an exception allowable for quarterly filing whe
less of tax paid annually.

Attached is the latest available report.

Report Location:
https://okaloosaclerk.com/board-services/tourist-development-tax/

At bottom of the Okaloosa Clerk's page see link:
Click here to get the monthly Tourist Tax Collection Report.

OR:

https://app.powerbigov.us/view?r=eyJrIjoiNGQxNjBiMjktOTk3OC00ODgxLTg3MzYtZmI1YjhjZThlN2E1IiwidCI6IjQwYWI4ZmUzLTMyOTctNDc4Zi04MmVhLTJkYmRhMWIwZmJkOSJ9

II. DISCUSSION: This report created by Okaloosa County is informational only.

Fiscal year to date collections (October-April 2025 vs October-April 2026) are cumulatively 0.38% higher.

The May 2026 TDC report has not yet been published (as of 06/02/2026).

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational only.

Attachments:

1. 2026 04 Apr TDC

Okaloosa County Tourist Development Tax

by Collection Period

Current District Collections

Month	FY 2024	FY 2025	FY 2026
October	$3,104,434.54	$2,882,494.23	$2,772,196.11
November	$2,817,644.95	$2,744,408.73	$2,806,397.27
December	$1,123,537.23	$1,056,631.8	$1,077,934.54
January	$848,975.18	$834,198.98	$789,675.44
February	$865,902.01	$803,267.99	$835,764.51
March	$1,239,716.77	$1,075,118.53	$1,184,472.70
April	$3,334,225.23	$3,127,492.55	$2,900,318.84
May	$3,040,430.64	$3,335,970.07	
June	$4,402,002.89	$4,546,078.79	
July	$7,753,471.53	$7,206,474.75	
August	$7,886,473.71	$8,263,961.85	
September	$4,137,162.14	$4,201,446.63	

Total Collections

*(*6% in both districts as of April 2025)*

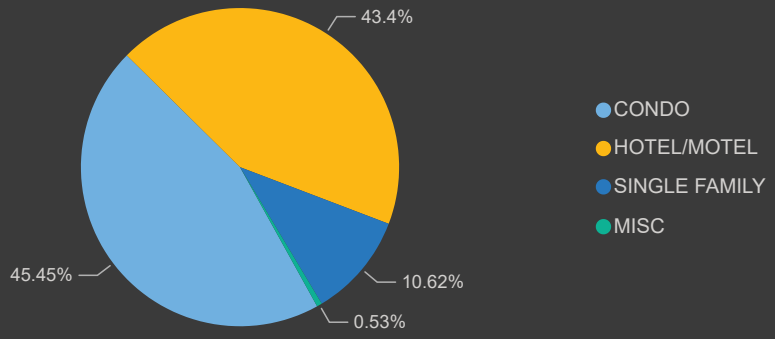
Month	FY 2022	FY 2023	FY2024	FY2025	FY2026	% (+/-)
October	$2,913,700.21	$3,589,406.50	$3,276,277.33	$3,073,596.99	$2,973,682.96	-3.25%
November	$2,177,346.70	$2,621,154.46	$2,981,714.82	$2,929,750.21	$3,008,918.94	2.70%
December	$1,074,763.79	$1,089,937.11	$1,295,378.95	$1,185,806.78	$1,226,692.73	3.45%
January	$1,064,654.14	$931,847.14	$965,864.62	$953,612.43	$950,754.41	-0.30%
February	$556,796.53	$999,193.36	$992,358.91	$928,043.55	$992,877.91	6.99%
March	$1,039,092.04	$1,314,722.67	$1,383,812.10	$1,210,448.11	$1,360,981.20	12.44%
April	$2,692,226.18	$3,182,995.16	$3,537,060.80	$3,370,435.65	$3,189,975.30	-5.35%
May	$3,408,715.29	$3,945,677.01	$3,277,373.73	$3,589,085.08		
June	$3,899,435.84	$4,371,375.99	$4,664,414.06	$4,846,191.46		
July	$6,297,203.38	$7,444,227.38	$8,085,782.32	$7,645,337.57		
August	$7,793,594.82	$9,061,643.07	$8,258,198.74	$8,720,439.40		
September	$3,957,847.73	$4,232,351.93	$4,356,757.53	$4,451,410.66		
Total	**$36,875,376.65**	**$42,784,531.78**	**$43,074,993.91**	**$42,904,157.89**	**$13,703,883.45**	

Expanded District Collections

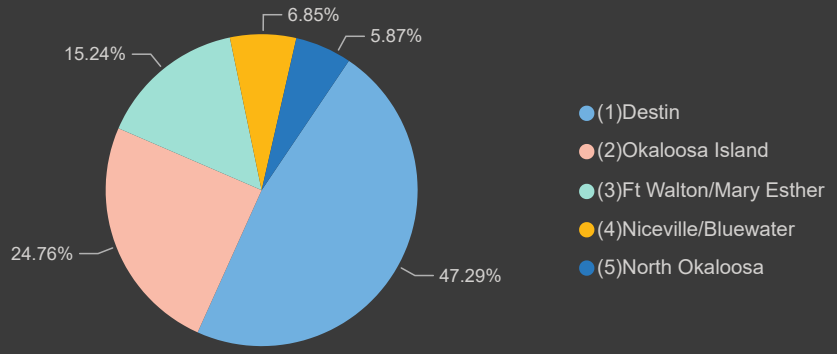
Month	FY2024	FY2025	FY2026
October	$171,842.79	$191,102.76	$201,486.85
November	$164,069.87	$185,341.48	$202,521.67
December	$171,841.72	$129,174.98	$148,758.19
January	$116,889.44	$119,413.45	$161,078.97
February	$126,456.9	$124,775.56	$157,113.40
March	$144,095.33	$135,329.58	$176,508.50
April	$202,835.57	$242,943.1	$289,656.46
May	$236,943.09	$253,115.01	
June	$262,411.17	$300,112.67	
July	$332,310.79	$438,862.82	
August	$371,725.03	$456,477.55	
September	$219,595.39	$249,964.03	

Reporting Period is always the month before the Collection Period

Rental Type



Area



Rental Type	Current District	Expanded District	Total
CONDO	7,530	23	**7,553**
HOTEL/MOTEL	4,664	2,547	**7,211**
SINGLE FAMILY	1,473	292	**1,765**
MISC	50	38	**88**
Total	**13,717**	**2,900**	**16,617**

District	Current District	Expanded District	Total
(1)Destin	7,858		**7,858**
(2)Okaloosa Island	4,114		**4,114**
(3)Ft Walton/Mary Esther	1,745	787	**2,532**
(4)Niceville/Bluewater		1,138	**1,138**
(5)North Okaloosa		975	**975**
Total	**13,717**	**2,900**	**16,617**

Number of Units Reporting

Collection Period FY2026

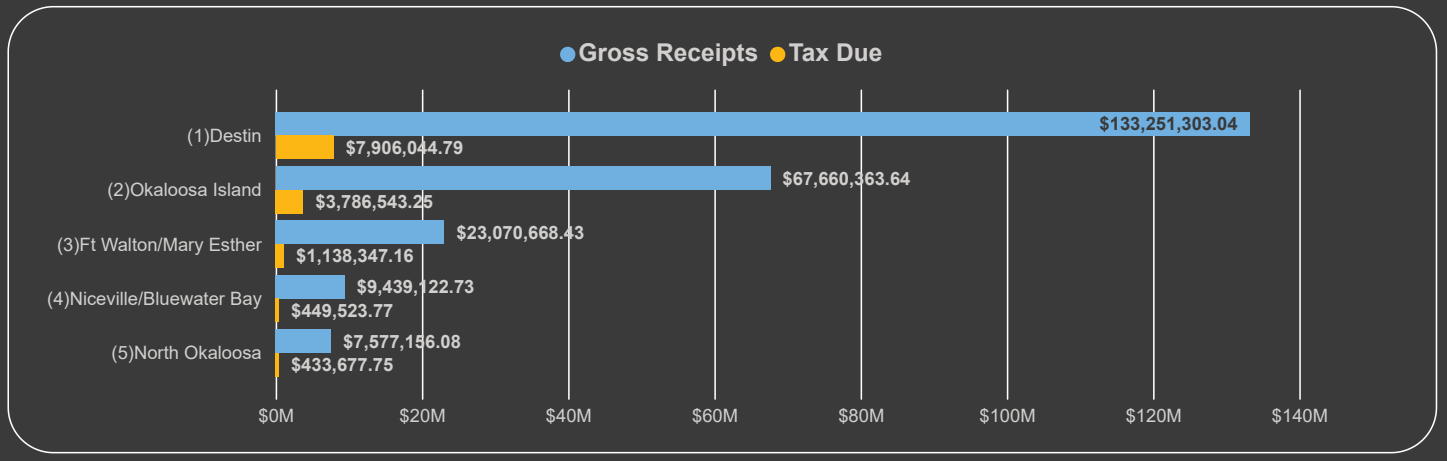
Gross Receipts & Tax Due by Rental Type

Gross Receipts

Rental Type	October	November	December	January	February	March	April	Total
CONDO	$26.18M	$26.45M	$7.49M	$5.02M	$7.08M	$11.14M	$23.73M	**$107.10M**
HOTEL/MOTEL	$16.54M	$15.78M	$9.01M	$8.01M	$7.80M	$10.34M	$20.81M	**$88.30M**
SINGLE FAMILY	$8.70M	$8.88M	$4.46M	$3.17M	$2.56M	$2.59M	$11.43M	**$41.79M**
MISC	$0.55M	$0.67M	$0.57M	$0.46M	$0.40M	$0.38M	$0.78M	**$3.81M**
Total	**$51.98M**	**$51.78M**	**$21.54M**	**$16.66M**	**$17.84M**	**$24.45M**	**$56.74M**	$241.00M

Tax Due

Rental Type	October	November	December	January	February	March	April	Total
CONDO	$1.57M	$1.58M	$0.45M	$0.30M	$0.42M	$0.66M	$1.41M	**$6.40M**
HOTEL/MOTEL	$0.86M	$0.86M	$0.49M	$0.43M	$0.39M	$0.53M	$1.05M	**$4.62M**
SINGLE FAMILY	$0.52M	$0.53M	$0.27M	$0.19M	$0.15M	$0.15M	$0.68M	**$2.48M**
MISC	$0.03M	$0.04M	$0.03M	$0.03M	$0.02M	$0.02M	$0.04M	**$0.22M**
Total	**$2.98M**	**$3.01M**	**$1.23M**	**$0.94M**	**$0.99M**	**$1.37M**	**$3.19M**	$13.71M



Collection Period FY2026

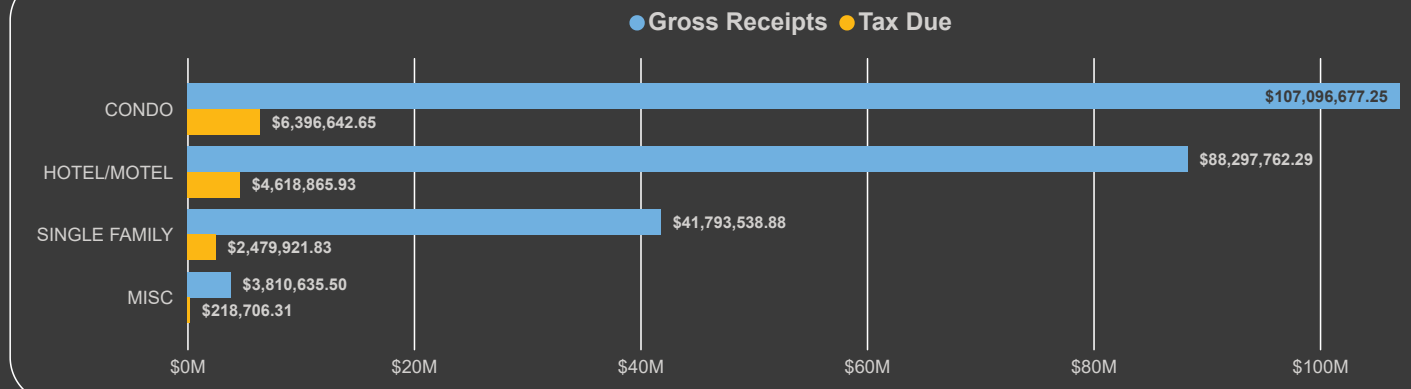
Gross Receipts & Tax Due by District

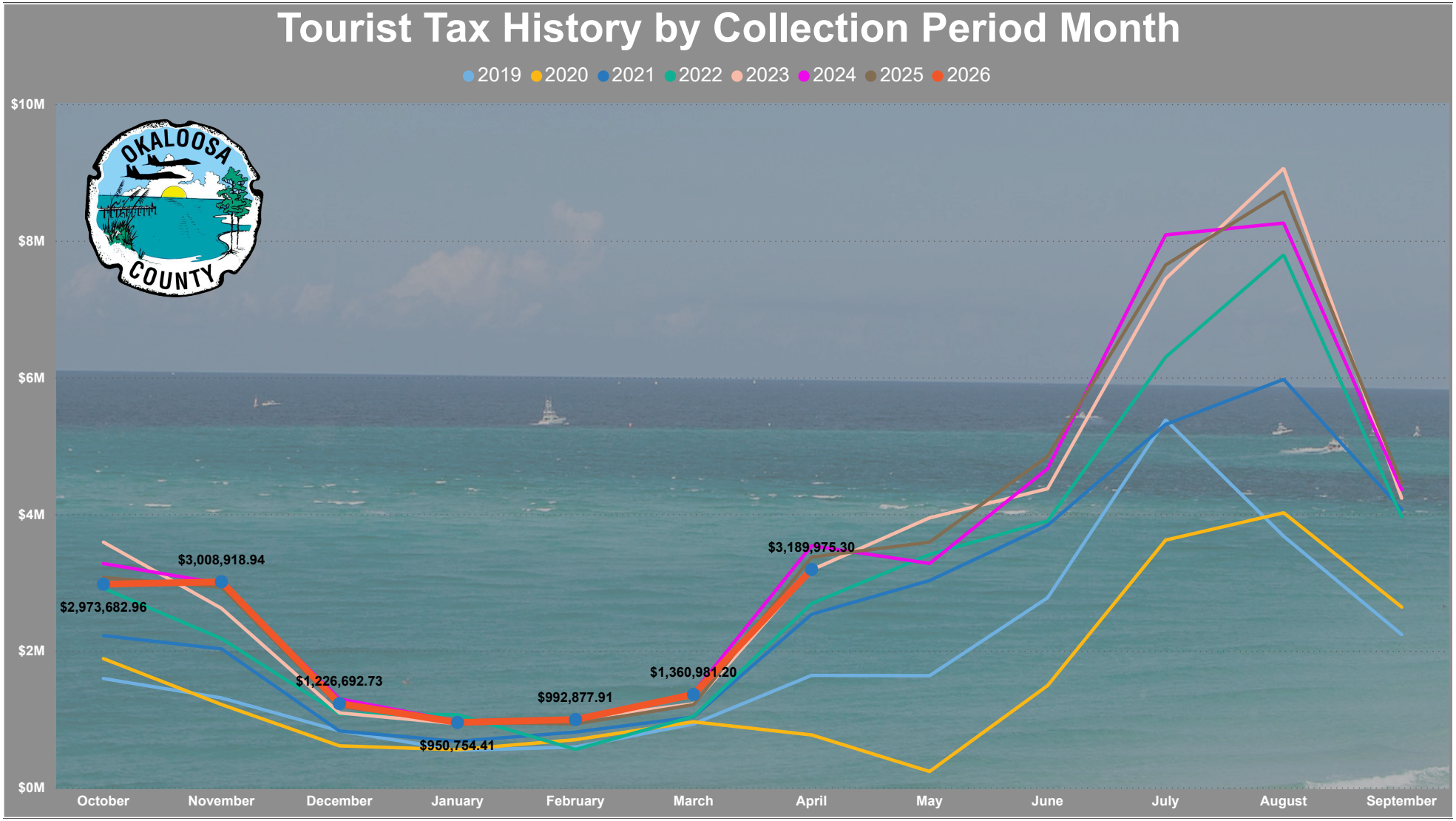
Gross Receipts

District	October	November	December	January	February	March	April	Total
(1)Destin	$29.15M	$30.05M	$12.12M	$8.87M	$8.32M	$11.97M	$32.77M	**$133.25M**
(2)Okaloosa Island	$16.23M	$15.79M	$5.24M	$3.49M	$5.00M	$7.15M	$14.76M	**$67.66M**
(3)Ft Walton/Mary Esther	$3.89M	$3.49M	$2.22M	$2.29M	$2.48M	$2.99M	$5.70M	**$23.07M**
(4)Niceville/Bluewater Bay	$1.63M	$1.33M	$0.95M	$1.03M	$1.12M	$1.30M	$2.09M	**$9.44M**
(5)North Okaloosa	$1.08M	$1.12M	$1.01M	$0.98M	$0.92M	$1.04M	$1.43M	**$7.58M**
Total	**$51.98M**	**$51.78M**	**$21.54M**	**$16.66M**	**$17.84M**	**$24.45M**	**$56.74M**	**$241.00M**

Tax Due

District	October	November	December	January	February	March	April	Total
(1)Destin	$1.74M	$1.79M	$0.72M	$0.53M	$0.49M	$0.70M	$1.94M	**$7.91M**
(2)Okaloosa Island	$0.92M	$0.91M	$0.29M	$0.19M	$0.27M	$0.41M	$0.80M	**$3.79M**
(3)Ft Walton/Mary Esther	$0.19M	$0.18M	$0.11M	$0.12M	$0.12M	$0.14M	$0.27M	**$1.14M**
(4)Niceville/Bluewater Bay	$0.07M	$0.07M	$0.05M	$0.05M	$0.05M	$0.06M	$0.10M	**$0.45M**
(5)North Okaloosa	$0.06M	$0.06M	$0.06M	$0.06M	$0.05M	$0.06M	$0.08M	**$0.43M**
Total	**$2.98M**	**$3.01M**	**$1.23M**	**$0.94M**	**$0.99M**	**$1.37M**	**$3.19M**	**$13.71M**




Tourist Tax History by Collection Period Month
2019 2020 2021 2022 2023 2024 2025 2026
$10M
$8M
$6M
$4M
$2M
$0M
OKALOOSA COUNTY
$2,973,682.96
$3,008,918.94
$1,226,692.73
$950,754.41
$992,877.91
$1,360,981.20
$3,189,975.30
October
November
December
January
February
March
April
May
June
July
August
September

ITEM # 2026-673

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.M.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2026-874

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 15, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Daniel Butler, Principal Planner
Tina Deater, Community Development Director

DATE: June 5, 2026

SUBJECT: PZ-2026-39 - Pine Street Renaming Request

I. BACKGROUND: Staff has received a Street Name Change Request from Mr. Michael Leach, resident of 793 Pine Street. The request is to rename the portion of Pine Street between the existing Blue Marlin Court cul-de-sac and the Stahlman Avenue intersection with Ridgewood Circle, to Blue Marlin Court.

II. DISCUSSION: The applicant is requesting to rename the portion of Pine Street between the existing Blue Marlin Court cul-de-sac and the Stahlman Avenue intersection with Ridgewood Circle, to Blue Marlin Court, citing confusion of motorists.

The City of Destin's Mobility Plan, adopted in September 2024, is the City's transportation strategy that implements the Comprehensive Plan. Its purpose is to help ensure proper maintenance of transportation network capacity through 2050, identify and address safety issues, increase options for walking and biking, and establish an up-to-date mobility fee that supports implementation of the projects listed in the plan.

The Mobility Plan identifies the subject right-of-way (ROW) as the location of project NC-1, which is a network connectivity project that connects Pine Street from Blue Marlin Court to Sibert Avenue, completing the Pine Street connection.

The request has been reviewed by the Technical Review Committee (TRC), which includes the City's internal departments, as well as the local utility providers and other stakeholders. Staff received feedback from the City Engineer, Destin Water Users (DWU), and Okaloosa County GIS, all recommending denial of the subject request. DWU and the City Engineer have provided written findings for denial of the request. The reasons cited being that this project is

identified within the Mobility Plan as a network connectivity project which has already been approved by Council, as well as creating confusion amongst DWU Staff, City Staff, and emergency response personnel.

A. Link to Strategic Goals / Objectives: N/A
B. Effect on Budget (EOB): N/A
C. Level of Service (LOS): N/A
D. Legislative Sponsor: N/A
E. Business Impact Statement: N/A

III. CONCLUSION: In conclusion, the TRC has reviewed the requested street renaming request and has submitted a recommendation of denial based on the submitted findings in the staff report.

IV. RECOMMENDED MOTION: I recommend that the City Council deny PZ-2026-39.

Attachments:

1. Graphic
2. Exhibits from Mobility Plan
3. ENG Rec of Denial
4. DWU Rec of Denial
5. Pine St Property owners approval
6. Res 26-15 Street Naming Pine 6.15.26


Pine Street Right-of-Way
Applicant's Residence
SIBERT AVE
BLUE MARLIN CT
PINE ST
STAHLMAN AVE
RIDGE WOOD CIR

Destin's Network Connectivity Projects: Cross Town Connector

Destin Cross Town Connector Projects List

Name	ID	Location	Improvement	Phase
Stahlman Avenue	CC-1	Harbor Boulevard to Mountain Drive	Add lighting; reconstruct east side with buffer, trees, wider sidewalk, and pedestrian amenities	2
Stahlman Avenue	CC-2	Mountain Drive to Azalea Drive	Reconstruct with parking (west side), buffer and trees (east side), lighting, pedestrian amenities, and multi-use pathways	2
Azalea Drive	CC-3	Stahlman Avenue to Benning Drive	Add trees, lighting, pedestrian amenities, and multi-use pathways to fill gaps; Add planted median where feasible	3
Azalea Drive Extension	CC-4	Azalea Drive to Legion Drive	Add trees, lighting, and pedestrian amenities	1
Legion Drive	CC-5	Beach Drive to Main Street	Add trees, lighting, and pedestrian amenities	2
Airport Road	CC-6	Main Street to Commons Drive	Add trees, lighting, and pedestrian amenities	3
Commons Drive	CC-7	Airport Road to Indian Bayou Trail	Add trees and pedestrian amenities	2

Destin's Network Connectivity Projects: New Streets

Destin New Street Projects List

Name	ID	Location	Improvement	Benefit Score	Phase
Pine Street	NC-1	Sibert Avenue to Blue Marlin Court	New local street (residential)	3	2
Sailfish Drive	NC-2	Azalea Drive to Sailfish Circle	New local street (residential)	3	3
Indian Bayou North Extension	NC-3	Current end of Indian Bayou North to Indian Trail	New local street (residential)	5	2
98 Palms Boulevard	NC-4	From existing end of 98 Palms Boulevard to Mattie M. Kelly Boulevard	New minor collector	5	1
Mattie M. Kelly Boulevard	NC-5	From existing ends of northern and southern roadways	New minor collector	1	1
Sunchase Boulevard	NC-6	Indian Bayou Trail to Indian Trail	New minor collector	5	3
John Avenue	NC-7	Dolphin Street to Sunfish Street	New local street (residential)	1	2

Destin's Network Connectivity Projects: Bike/Pedestrian

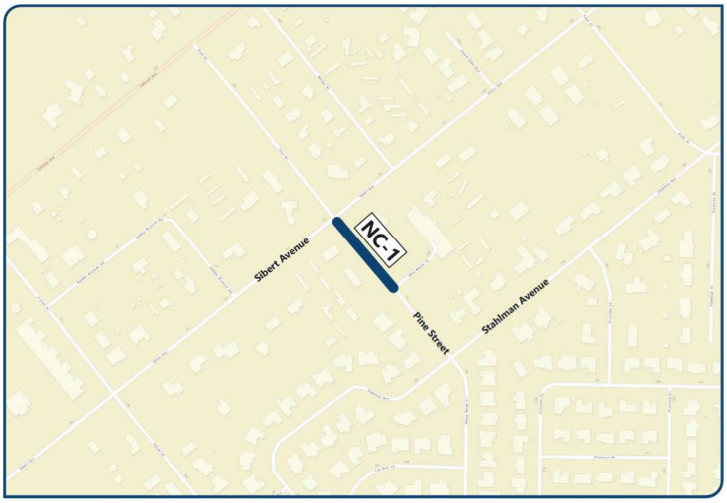
Destin Sidewalk Projects List

Name	ID	Location	Improvement	Benefit Score	Phase
Sibert Avenue Sidewalk	SW-1	Calhoun Avenue to Zerbe Street	East side sidewalk	3	2
	SW-2	Forest Street to Kelly Street	East side sidewalk	3	2
	SW-3	Cross Street to Benning Avenue	East side sidewalk	3	3
Zerbe Street Sidewalk	SW-4	Sibert Avenue to Stahlman Avenue	South side sidewalks	1	2
Pine Street Sidewalk	SW-5	Blue Marlin Court to Stahlman Avenue	North side sidewalk	1	2
Stahlman Avenue Sidewalk	SW-6	Pine Street to Primrose Lane	Sidewalk	1	3
	SW-7	Kelly Street to Hickory Street	West side sidewalk	3	3
Hickory Street Sidewalk	SW-8	Stahlman Avenue to Sibert Avenue	South side sidewalk	1	2
Indian Trail Sidewalk	SW-9	Bayou Drive to Main Street	South side sidewalk	1	1
Mattie M. Kelly Boulevard (northern) Sidewalk	SW-10	Existing sidewalk to Airport Road	West side sidewalk	1	2
Mountain Drive Sidewalk	SW-11	Stahlman Avenue to roundabout	North side sidewalk	3	2
Main Street Sidewalk	SW-12	Legion Drive to Kell Aire Drive	East side sidewalk	1	2
Restaurant Row Sidewalk	SW-13	Public parking lot to U.S. 98	East side sidewalk	3	2
Town Hall Pedestrian Access	SW-14	Indian Bayou Tr to Destin City Hall	Sidewalk	1	2

Destin Bike Projects List

Name	ID	Location	Improvement	Benefit Score	Phase
Sibert Avenue Bicycle Lanes	BL-1	Calhoun Avenue to Kelly Street	Bicycle Lanes	5	2
Forest Street Bicycle Lanes	BL-2	Calhoun Avenue to Stahlman Avenue	Bicycle lanes	5	3
Stahlman Avenue Bicycle Lanes	BL-3	Azalea Drive to Kelly Street	Bicycle lanes	1	3
Beach Drive Bicycle Lanes	BL-4	Harbor Boulevard to Kelly Street	Bicycle lanes	5	2

NC-1 Pine Street



Details

Project:
NC-1
Name:
Pine Street
Location:
Sibert Avenue to Blue Marlin Court

Initiative:
New Street
Source:
Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1

Improvements

- Develop an interconnected road network by adding a new segment of Pine Street from Sibert Avenue to Blue Marlin Court
- Approximately 0.06 mile new street
- Local streets should have a speed limit of 25 mph with two 10' lanes of traffic, 7' parking, two 5' sidewalks, and a 4' buffer

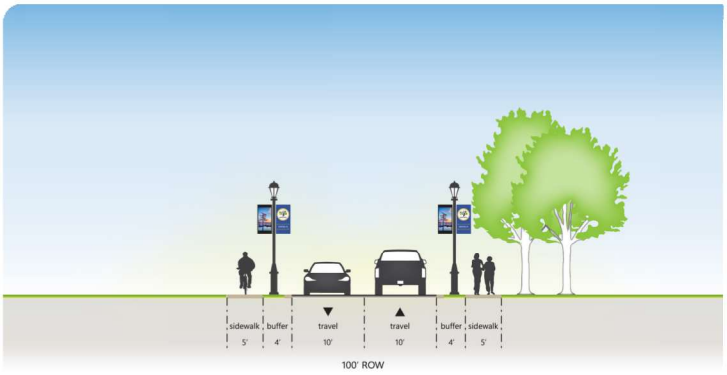
Cost

$743,042

Priority

Benefit Score:	Phase:
3	2

Proposed:



Engineering Department

Phone: 850-654-1119
Fax: 850-460-2171
engineering@
cityofdestin.com

MEMORANDUM

DATE: March 5, 2026

TO: Sherry Burney

THRU:

FROM: Robert C. Tomasek, P.E.

SUBJECT: TRC # 1, PZ-2036-39, Street Name Change, Pine St to Blue Marlin Ct

The engineering department opposes the street name request for the above subjected request number from Pine Street to Blue Marline Court. The opposition lies with the inclusion of a new location street along Pine Street Right-Of-Way (ROW) in the 2024 Destin Mobility Plan. This new street is 300 feet long and would connect two existing sections of Pine Street. If the change is allowed to proceed, it would require the new name to revert back to Pine Street when the new location street is constructed. This section of ROW is currently already owned and therefore does not involve ROW acquisition. The ROW and the relatively low cost for the improvements of the new location roadway of Pine Street, the city considers the project a higher priority.

As your department is aware, changes to the mobility plan would also require changes to the city's Comp plan and LDC. It would require changes to our fee structure for the city mobility fees.

For the above reasons, the engineering department will deny the request.

If there are any questions, please feel free to reach out.

From: Dinah Kertz
To: Monica Wallis; Sherry Burney; Bernard Johnson; Charlie Nix OCSO; Chris Groat; Christopher Pope; Joe Bodi; Justin Fulghum; Justin Schnadelbach; Lisa Firth; Matt Taylor; Michael Burgess; Michael Sidebotham; Sharon Gardner; Shawn Croft
Cc: Planning; Kimberly Kopp; Noell Bell; Engineering; Joe Bodi; Jeffrey Delashmutt
Subject: RE: PZ-2026-39-793 Pine St
Date: Thursday, March 5, 2026 2:25:04 PM
Attachments: image005.png
image006.png
image007.png
image008.png
image002.png

Monica,

Yes, the currently undeveloped ROW between Sibert and Stahlman has been identified in the Mobility Plan as a future “new street” project to complete the connection of Pine Street.

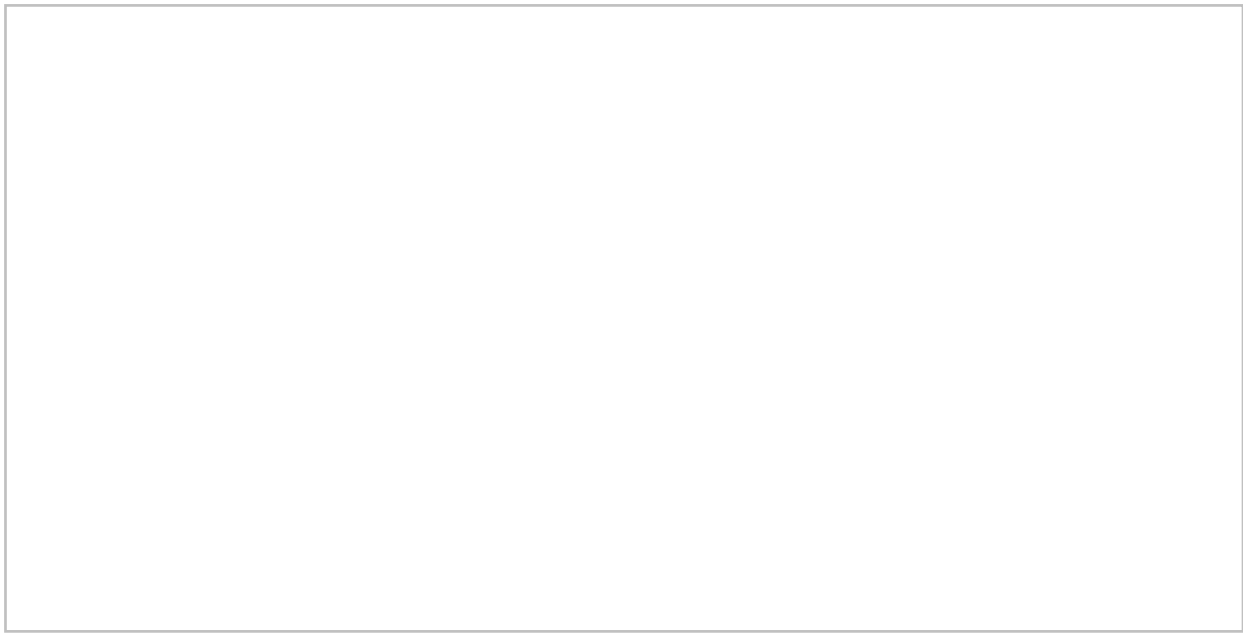
Thank you,



From: Monica Wallis <mwallis@dwuinc.com>
Sent: Thursday, March 5, 2026 2:18 PM
To: Sherry Burney <sburney@cityofdestin.com>; Bernard Johnson <Bernard.johnson@fpl.com>; Charlie Nix OCSO <cnix@sheriff-okaloosa.org>; Chris Groat <Christopher.M.Groat@centurylink.com>; Christopher Pope <Christopher.pope@fpl.com>; Joe Bodi <jbodi@cityofdestin.com>; Justin Fulghum <JFulghum@sheriff-okaloosa.org>; Justin Schnadelbach <Justin.Schnadelbach@fpl.com>; Lisa Firth <lfirth@cityofdestin.com>; Matt Taylor <MTaylor@destinfire.com>; Michael Burgess <mburgess@cityofdestin.com>; Michael Sidebotham <msidebot@wm.com>; Sharon Gardner <sgardner@cityofdestin.com>; Shawn Croft <shawncroft@okaloosagas.com>
Cc: Planning <Planning@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>; Noell Bell <nbell@cityofdestin.com>; Engineering <Engineering@cityofdestin.com>
Subject: RE: PZ-2026-39-793 Pine St

Sherry (& others that may have the same question…) –

Does the City have plans to extend Pine Street thru from Stahlman to Sibert? We have existing utilities in the Pine Street ROW (assuming others do too) that currently doesn’t have a road and renaming the portion that is still in the Pine Street ROW could be confusing in the future.



THANKS!

Monica M. Wallis, P.E.
General Manager
Destin Water Users, Inc.
218 Main Street
Destin, FL 32541
850-837-6146
850-337-3945 – Direct
850-699-3665 – Cell
850-837-0465 – Fax

From: Sherry Burney <sburney@cityofdestin.com>
Sent: Wednesday, March 4, 2026 1:11 PM
To: Anthony Peterson <apeterson@myokaloosa.com>; Bernard Johnson <Bernard.johnson@fpl.com>; Brendan Becton <Brendan.Becton@sam.biz>; Chad Rogers <rrogers@myokaloosa.com>; Charlie Nix OCSO <cnix@sheriff-okaloosa.org>; Chris Groat <Christopher.M.Groat@centurylink.com>; Christopher Pope <Christopher.pope@fpl.com>; Eric Stuart <eric.stuart@sam.biz>; Jim Reece <jreece@myokaloosa.com>; Joe Bodi <jbodi@cityofdestin.com>; Joshua Bailey <jbailey@myokaloosa.com>; Justin Fulghum <JFulghum@sheriff-okaloosa.org>; Justin Schnadelbach <Justin.Schnadelbach@fpl.com>; Lisa Firth <lfirth@cityofdestin.com>; Matt Taylor <MTaylor@destinfire.com>; Michael Anderson <manderson@myokaloosa.com>; Michael Burgess <mburgess@cityofdestin.com>; Michael Sidebotham <msidebot@wm.com>; Mike Ruzowski <mruzowski@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>; Nicholas Wisnoski <nwisnoski@myokaloosa.com>; Randy Woodruff <rwoodruff@myokaloosa.com>; Ryan Vinson <rvinson@myokaloosa.com>; Scott Bitterman <sbitterman@myokaloosa.com>; Sharon Gardner <sgardner@cityofdestin.com>; Shawn Croft <shawncroft@okaloosagas.com>; Terry Kerwell <tkerwell@myokaloosa.com>; Tim Whaler <tim@3tpventures.com>
Cc: Planning <Planning@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>; Noell Bell <nbell@cityofdestin.com>; Engineering <Engineering@cityofdestin.com>
Subject: PZ-2026-39-793 Pine St

External Email: Caution

Good afternoon TRC,

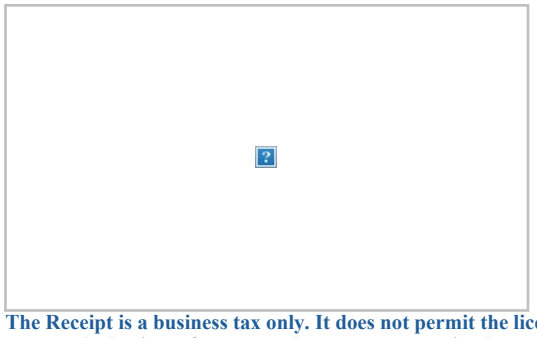
Please see the link below to application materials for a proposed street name change.

Street name Change - Pine ST to Blue Marlin Ct

Please provide any comments no later than close of business on ***Wednesday, March 25, 2026.***

If you have any questions, please let me know! Thanks!

Respectfully,



The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the City, nor does it exempt the business from any other taxes or permits that may be required by law. Business Tax Receipt account holders must comply with state laws and local ordinances, including zoning.

“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.”

793 Pine Street

Destin, Florida 32541

October 8, 2025

Dear Mayor Wagner:

I hope you are doing well. Sadly, this took a bit more time than I planned. Here is our proposal to change Pine Street, the cul de sac off Stahlman Avenue, to Blue Marlin Court.

We propose this for various serious reasons:

1. Though it's a cul de sac, we have an unusual amount of traffic. This traffic is at high speed and without regard to usual traffic laws. We have over 9 children in the neighborhood playing around the street.
2. Because it should never be a through street, there is no connection to Pine Street on the East side...which is a reason for the previously mentioned traffic.
3. It will provide easier access for UPS, FedEx and other venders that find it difficult to locate our houses.
4. We had several vehicles destroying our property, including two fire hose attachments. I have several pictures.

Below are those affected by this potential change. All are in agreement.

793 Pine Street | 795 Pine Street | 797 Pine Street

I am looking forward to the meeting with the street naming committee, as well as to working with you. I look forward to hearing from you soon.

Sincerely,

Michael A. Leach

RESOLUTION NO. 2026-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; CHANGING THE NAME OF A PORTION OF PINE STREET TO BLUE MARLIN COURT FOR THE SOUTHERLY PORTION OF PINE STREET LOCATED BETWEEN THE EXISTING BLUE MARLIN COURT AND STAHLMAN AVENUE AND CONSISTING OF APPROXIMATELY 300 FEET IN THE CITY OF DESTIN, COUNTY OF OKALOOSA, STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, Destin LDC, Section 7.18.01.4, stipulates that the any street name changes shall be accomplished by resolution of City Council; and

WHEREAS, the City received a Street Name Change Request from Mr. Michael Leach, resident of 793 Pine Street; and

WHEREAS, the request is to rename the portion of Pine Street between the existing Blue Marlin Court cul-de-sac and the Stahlman Avenue intersection with Ridgewood Circle, to Blue Marlin Court, consisting of approximately 300 feet; and

Section 1. Renaming of Street.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida, hereby officially changes the name of a portion of Pine Street to Blue Marlin Court for the Southerly portion of Pine Street located between the existing Blue Marlin Court and Stahlman Avenue and consisting of approximately 300 feet in the City of Destin.

Section 2. **Repeal of Prior Inconsistent Resolutions.** All prior inconsistent resolutions adopted by the City Council, or parts of prior resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 4. **Effective Date**. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 15th day of June, 2026.

_____
Bobby Wagner, Mayor

ATTEST:

_____
Lisa Wallace, City Clerk

Approved as to form and legal sufficiency
For the City of Destin, only:

_____
Kimberly Romano Kopp, City Attorney