

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 17, 2020
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Stewardship*****

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of August 3, 2020 Regular City Council Meeting
- B. Approval of minutes of May 4, 2020 Regular City Council Meeting

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

- A. Mike Stubblefield, Manager of The Destin Airport Tower - Presentation on Drones and Kites
- B. Proclamation - Overdose Awareness Day

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (All agenda items other than those under Number 5)

(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)

4. CITY MANAGER REPORTS

- A. Captain Royal Melvin Heritage Park - Covenant of Purpose Use and Ownership
- B. Bond Counsel
- C. Resolution 20-16 Reimbursement Intent
- D. Tentative Financing Plans - Beach Acquisition and Callable Debt
- E. Storm Water Master Plan Update
- F. Complaint Policy Status & Updates
- G. Request for Approval to award RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave to J. Miller Construction, Inc.
- H. Compass project (Energov) update
- I. Announcements

5. PUBLIC HEARINGS

6. *CONSENT AGENDA (No public comments)

- A. Extensions 17, 18, and 19 to the Amended COVID-19 Declaration of State of Emergency
- B. Miscellaneous Mechanical Services, authorization to renew contract
- C. Miscellaneous Electrical Maintenance Services, authorization to renew contract
- D. Miscellaneous Fencing Services, authorization to renew contract
- E. Miscellaneous Generator Maintenance Services, authorization to renew contract
- F. Miscellaneous Pest Control Services, authorization to renew contract

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (No public comments)

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel
 - 1) Discussion on the creation of a Policy/Standard Operating Procedure regarding Memo for the Record/Trip Report/After Action Report
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
 - 1) Sunday parking at Marler Street lot
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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.

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

***** 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.

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

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242.

Personas con discapacidades que necesitan asistencia o personas que necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

Note: Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here.

Please visit our agenda center on the city website at www.cityofdestin.com/agendas

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 3, 2020
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis (arrived: 6:35)	Councilmember Rodney Braden (Virtual)
Councilmember Parker Destin	Councilmember Skip Overdier (Virtual)
Councilmember Cyron Marler	Councilmember Steven Menchel (Virtual)
Councilmember Chatham Morgan (arrived: 6:20)	Councilmember Prebble Ramswell

Destin City Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Public Info Manager Catherine Card (Virtual)	Grants/Project Mgr Jeffrey Cozadd (Virtual)
HR Manager Karen Jankowski (Virtual)	Deputy City Manager Webb Warren
Comm. Dev. Director Louis Zunguze (Virtual)	Public Services Director Michael Burgess
Library Director Wen Livingston (Virtual)	IT Technician James Lauria
Finance Director Krystal Strickland (Virtual)	Code Compliance Manager Joey Forgione
Parks/Recreation Director Lisa Firth (Virtual)	City Attorney Kyle Bauman
City Land Use Attorney Kimberly Kopp	

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Prebble Ramswell called the meeting to order at 6:00 PM. Pastor Steve Farris of First Baptist Church in Destin provided the invocation, which was followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Menchel requested Consent Agenda items 6C and 6E be pulled for discussion.

Motion by Councilmember Marler, seconded by Councilmember Destin, to approve the agenda, as amended, passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan was not present during the voting)

1. APPROVAL OF MINUTES

A. Approval of minutes of July 20, 2020 Regular City Council Meeting

Councilmember Marler moved for approval of minutes of July 20, 2020 Regular City Council Meeting; seconded by Councilmember Destin. Motion passed 6-0 (Council

members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan was not present during the voting)

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Certificate of Achievement David Bazylak, Code Compliance Officer

The Mayor Pro Tem read the Certificate of Achievement awarded to Code Compliance Officer David Bazylak for his life saving courage under pressure.

Councilmember Morgan arrived at the meeting at 6:20 PM.

B. Presentation: Drones – Mr. Mike Wilson, FAA Safety Team (FAAS Team)

Mr. Mike Wilson of Federal Aviation Administration (FAA) discussed the following topics relating to unmanned aircraft systems (UAS):

Drones

- Public safety concerns
- Rules and Regulations for our area
- Educational process to fly unmanned aircraft systems
 - ❖ Registering drone/UAV
 - ❖ Recreational Flyers
 - ❖ Remote Pilot Certification
 - ❖ Operating Rules
- Public – references for reporting

UAS Operations

- Civil Operations
 - ❖ Compensation or hire
 - ❖ Recreational operations
- Public Aircraft
 - ❖ Public safety
 - ❖ DOD/FED
- Institutions of higher learning
- Authorizations and permissions

Civil or Recreational Operator

- Purpose of the flight matters
 - ❖ If flying for purely recreational or educational purposes
 - Can be considered recreational

- Fly under section 44809 (The Exception)
- Fly under 14 CFR 107 (Civil USA Rule)
- ❖ If flying for any other purpose
 - Fly under 14 CFR 107

Who owns the airspace?

- FAA regulates airspace from the ground up
 - ❖ No private airspace above property
 - ❖ Local governments, institutions, organizations, etc. cannot regulate airspace
 - Considered preemption of Federal Law

14 CFR Part 107

- Often referred to as the commercial rule for UAS
- Definition – Small UAS
 - ❖ UA weighing less than 55 pounds on takeoff
 - Including everything that is on board or otherwise attached to the aircraft
- Registration
 - ❖ Each UA operated under Part 107 must be registered
 - ❖ www.faa.gov/uas/remote-pilot-certificate
- \$5 fee per UA, valid for 3 years
- Remote Pilot Certificate
 - ❖ Two paths to certification
 - Pass FAA initial knowledge exam
 - Take initial online course (for existing Part 61 airmen only)
- Remote Pilot Certificate
 - ❖ Two paths to currency (every 24 calendar months)
 - Pass FAA initial/recurrent knowledge exam
 - Take initial/recurrent online course (for existing Part 61 airmen only)
- Drone Operating Rules (Subpart B 107.11 – 107.51)
 - ❖ Drone flown/supervised by a Certificated Remote Pilot in Command (RPIC)– 16 years or older
 - ❖ Drone must be registered/in condition for safe operation/preflight
 - ❖ Drone not operated in careless or reckless manner
 - ❖ Medical condition responsibility of RPIC/No alcohol or drugs
 - ❖ In controlled airspace, ATC authorizations are required
- Waivable
 - ❖ May not operate more than one UA at a time
 - ❖ RPIC must maintain Visual Line of Sight (VLOS)
 - If VLOS used, must maintain comm and coordinate
 - ❖ May not be operated from a moving aircraft or vehicle
 - ❖ Must be flown during daylight hours

- ❖ May not operate over human beings
- ❖ Generally restricted to 400ft AGL/87 KTS/35M vis/500' below clouds

System Operations Support Center/COVID-19 Response

- Available to National Air Space in response to the COVID-19 Virus
 - ❖ Special Governmental Interest (SGI) Waiver/Certificate of Authorization (COA)
 - Expedites allowable operations in the NAS
 - Sometimes known as an emergency COA
 - ❖ First responders and other organizations responding to natural disasters or other emergency situations such as COVID-19 may be eligible for expedited approval through the SGI process
- Operations that may be considered include:
 - ❖ Firefighting / Search and Rescue / Law Enforcement
 - ❖ Utility or other critical infrastructure restoration
 - ❖ Incident awareness and analysis
 - ❖ Damage assessments supporting disaster recovery related insurance claims
 - ❖ Media coverage providing crucial information to the public

Recreational UAS Operations

- What is Recreational Flying?
 - ❖ Aircraft is flown strictly for recreational purposes
 - Flying for fun!
 - ❖ Cannot be flown in furtherance of business
 - Marketing
 - Real estate
 - Commercial purposes

Exception for limited recreational operations

- Fly strictly for recreational purposes
- Register and properly mark aircraft
- Fly within visual line of sight
- Do not interfere and give way to any manned aircraft
- Obtain airspace authorizations in Class B, C, D, or E (surface)
- Operate at 400 ft or below in Class G airspace
- Pass an aeronautical knowledge and safety test
- Operate in accordance with Community-Based Organization's (CBO'S) set of safety guidelines

Still to come...

- CBO recognition
- Aeronautical Knowledge and Safety Test

- ❖ Being developed in consultation with stakeholders
- ❖ Recreational flyers are required to pass test
- ❖ Expect to have the content electronically available
- ❖ Must provide proof of passage upon request from FAA personnel or law enforcement

Before you fly:

- Register your drone
 - ❖ Required for drones weighing more than .55 lbs. (250g)
 - ❖ Person registering must be at least 13 years of age or older
 - ❖ Drone must be externally labeled with registration number
 - ❖ Cost is \$5 and is valid for 3 years
 - One number for all UAs
- Understand airspace requirements
 - ❖ Uncontrolled
 - Class G
 - Flight up to 400 feet
 - No authorization required
 - No notification of airport operator required
 - ❖ Controlled
 - Airspace authorization required before you fly

Where can I fly my drone today?

- Controlled airspace
 - ❖ Operate from an FAA approved fixed recreational flying site
 - Listed on UAS Data Delivery System
 - ❖ Requires airspace authorization through LAANC/drone zone
 - ❖ Do not contact local FAA ATC for airspace authorizations

Fixed sites in controlled airspace

- Where can I find them?
 - ❖ FAA Data Delivery System
 - ❖ <https://udds-faa.opendata.arcgis.com/>
 - ❖ Look for the blue “dots”
- Adhere to all requirements for recreational flyers
 - ❖ May be additional conditions and limitations at the fixed site
- Comply with Letter of Agreement
 - ❖ Mutually agreed upon operating procedures approved by ATC

Institutions of higher education

- Defined by section 101(a) of the Higher Education Acts of 1965 (20 U.S.C.1001(a))
- For educational or research purposes

- ❖ Instruction of students at the institution
- ❖ Academic/research related uses of UAS approved by the institution
- ❖ Activities undertaken by the institution as part of research projects
- ❖ Other academic activities approved by the institution
- ❖ Will operate under Section 44809
- ❖ May apply for CBO status
 - Once Advisory circular 91-57C is published
- ❖ May establish a fixed flying site

Low Altitude Authorization and Notification Capability (LAANC)

- Capability that provides:
 - ❖ Access to controlled airspace at or under 400 feet
 - ❖ Aircraft awareness to Air Traffic Control
 - ❖ Sharing of airspace data between the FAA and companies approved to provide the LAANC capability
 - ❖ For both civil and recreational UAS

UAS Facility Map

- Identifies areas where ATC authorization is required
- Controlled airspace
 - ❖ Class B
 - ❖ Class C
 - ❖ Class D
 - ❖ Surface Class Echo – E2

DroneZone

- Red grids indicate LAANC is not available
- Authorization requests must be submitted in DroneZone
- Allow up to 90 days for review

Mayor Jarvis arrived at the meeting at 6:35 PM.

Councilmember Marler asked if there are certain criteria aside from the weight standard whether a drone can be considered a toy because they have had several incidents where it was given as a birthday gift and people complained about it when the children started flying it.

According to Mr. Wilson, the weight criteria does not apply to Part 107 operators. They do not have a definition for a “toy” as it relates to drones, but recreational pilots are still required to follow section 44809 standards with regards to safety as normal rules apply for flying recreational aircraft. The weight standard only applies to registration where anything below .55 lbs. does not have to be registered.

Councilmember Menchel noted that the City Council have been receiving emails from citizens that are pilots complaining about drones. At a recent Destin Airport meeting, the air traffic control tower manager discussed a litany of problems they have been having in this area with drones. He inquired as to the procedure for filing a complaint about drones.

Mr. Wilson stated that phone numbers for complaints are posted on their website. Complaints from North Florida would be handled by the district office in Birmingham, Alabama. They also have a national safety complaint hotline where complaints would go directly to their headquarter in Washington DC.

Councilmember Menchel asked if FAA is aware of the number of complaints that originate from this area.

Mr. Wilson stated he does not have the specific data, but they do not usually receive a large volume of complaints in the Florida Panhandle unlike what they receive from cities like New York, Miami, Los Angeles or Chicago.

Councilmember Menchel asked whether certain pilots having issue with the drone are expected to make an independent report or FAA individuals in the air traffic control tower are required to file a report.

Mr. Wilson replied that in accordance with the aeronautical information manual, pilots of manned aircrafts can report any obstruction or interference with drones to the tower. If the tower receives a report, they are required to file a Mandatory Operations Report (MOR) which immediately goes to their operations center in Washington DC. That information is tabulated and sent to the responsible district office.

Councilmember Menchel asked what protocol the City's Code Compliance Officers should be following or what to look for if they respond to a complaint about drones to make sure it is a legal operation.

Mr. Wilson stated that the officer should ask for registration, licensing or flight authorization certificate from the drone flier.

Councilmember Braden asked if he could go to the website to determine how many drones are authorized to fly in the City of Destin's controlled airspace.

Mr. Wilson replied affirmatively, stating however they could provide the number of drones that are registered, but they cannot identify the fliers. Because of the privacy issues held within the registration application and licensing, they are not allowed as a governmental entity to see those unless provided to them by the Law Enforcement Assistance Program (LEAP) agents that work with the local law enforcement agencies.

Councilmember Braden pointed out that during the 4th of July Fireworks Display in Destin, there were several drones flying around the display, which may not have the proper documentation to do so.

Mr. Wilson stated that when a law enforcement officer confronts a drone operator who fails to produce the required documentation, the officer can detain that person to conduct an investigation based on public safety. He added that from a civil standpoint, if that person did not have the proper authorization to fly, the FAA could then institute a civil penalty.

Mr. Wilson also emphasized that the FAA controls the airspace, but the City can institute a regulation prohibiting the take off and landing of drones at certain locations within the City.

Ms. Patti Brown, a Destin resident, stated that she and her husband are both private pilots based at the Destin Airport. They both have seen a lot of drone flights at 1600 feet at the no-fly zone above Destin airport and the beach which is a real problem in the Destin airspace. She also stated that according to the tower manager, Mike Stubblefield, there is no ordinance that regulates it and that the Unmanned Aircraft System (UAS) Officer, Sheriff Deputy Willis, has no enforcement power on people breaking these rules.

Mr. Wilson noted that authorization is required to fly above those areas which they are not going to provide to recreational pilots. Authorization could only be granted to a Part 107 pilot for commercial use in those areas because it is a zero-grid altitude both over the airport and the beach. He also stated that the UAS Officer has the authority to confront the operator and ask for the required documentation. If the operator fails to produce the documents, he could be reported to the FAA who could then impose a civil fine at that operator.

Capt. Mike Howell with the Sheriff's Office stated that the UAS Officer can ask for proper documentation, but if the operator refuses to lower the drone, he has no authority whatsoever to make that person comply; adding that CFR-14 regulation has not been adopted by Florida statutes.

Mr. Wilson argues that in the matter of public safety, if the drone operator is endangering the public, the Sheriff's Office has the right to conduct an enforcement through Public Law 115-254. The FAA has the responsibility to impose the civil penalty.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Ms. Marcie Bell, a Destin resident, noted she had personally witnessed people trespassing on private property on Holiday Isle to fly the drone; who then run to their cars when confronted. She also pointed out there is no beach left along the north side of Norriego Point park where they plan to place the walkway and bathrooms as part of phase 3 of the stabilization project. She also remarked that the Norriego Point embayments appeared to be getting larger inside; adding they learned from previous hurricanes that once the wave action starts it would cause the embayments to open and become even wider.

Councilmember Ramswell pointed out that the Emerald Grande video camera seemed to indicate some erosion on Norriego Point, which is surprising because they just finished the stabilization project and they have not even had a big storm come through this area.

The Mayor commented they have not had any big storm, but they had a rough summer with non-stop wave action out of the southwest in June and July.

According to the City Manager, FDEP is aware of the problem on the harbor side of Norriego Point, and they are looking at potential solutions before the boardwalk installation.

Ms. Patti Brown stated that with regards to an earlier discussion about drones, it is imperative that they invite the tower manager and the UAS officer to a future Council meeting to address the issue; adding that drones are a huge problem as evidenced by seeing many of them flying around the 4th of July fireworks display in the harbor. She added that drones must be regulated to facilitate enforcement. Even though the UAS officer can confront the drone operator to ask for proper documentation, and then report that person to the FAA for action if necessary, it is very difficult to locate that person because they could fly the drones very high and far away from their location.

Councilmember Menchel requested that the drone issue be placed on the August 17th Council meeting agenda and invite Capt Mike Howell from the Sheriff's Dept. and the Manager of the Destin Airport Air Traffic Control Tower to attend the meeting.

4. CITY MANAGER REPORTS

A. Leonard Destin Park ownership transfer

The City Manager announced that construction of the Captain Leonard Destin Park project is now complete, and all final releases and warranties have been secured.

Ms. Kate Brown, a representative from the Trust for Public Land, addressed the deed acceptance and assignment agreement transferring ownership of the park from the Trust to the City of Destin.

Councilmember Destin moved to direct the Mayor to execute the Acceptance and Assignment Agreement between the City of Destin and Trust for Public Land, whereby the City will be transferred the land and all improvement located at Captain Leonard Destin Park, and further direct City staff to obtain an owner's title insurance policy for the land in the amount of \$5 million. Councilmember Marler provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes")

B. Termination of Utility and Solid Waste/Garbage Disposal Services to the City's transient boat slips at Royal Melvin Heritage Park

The City Manager explained that the City received an invoice from the Destin Fishing Fleet, Inc. relating to the City's three transient slips located at 206 Harbor Blvd. The City

Attorney drafted a proposed responsive letter to send to the Fleet denying any liability on the matter. The letter also contained a paragraph terminating the utility services and solid waste/garbage disposal services that the Fleet allegedly provides to the City at these slips.

Councilmember Ramswell moved to direct the City Attorney to send the draft letter to counsel for the Destin Fishing Fleet, Inc., seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”)

C. Request for Direction Relating to Norriego Point Embayments

The City Manager noted that on July 6, 2020, the City Council directed City staff to send a letter to FDEP to determine if they are amenable to allowing only non-motorized vessels in the northern most embayment closest to the tip of Norriego Point. A letter has been sent to FDEP and FDEP had since responded. A copy of both letters has been provided to the Council. The FDEP noted in their letter that they are not agreeable to it, adding that the City stated in their application and management plan that they will allow boats and swimming in the new embayments

Councilmember Destin moved to instruct City staff to draft a proposed Resolution in line with the intent of closing the embayments south of the most northerly embankment only to pedestrians and swimming uses, and then leaving the northernmost embayment open, passed 6-1; seconded by Councilmember Overdier.

Councilmember Ramswell remarked that the City should not be obligated to open any of the embayments to boaters, and that she highly opposes doing so.

Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel, and Braden voted “yes”; Councilmember Ramswell voted “no”)

D. Approve the use of Morgan Sports Center Parking Lot for a COVID-19 Drive Thru Testing Site. (Administered by the Okaloosa County Health Department and EMS)

The City Manager requests Council’s authorization to enter into an agreement with the Okaloosa Health Department to allow the Morgan Sports Center eastern parking lot to be used as a drive-thru COVID-19 testing center.

Councilmember Menchel moved to allow a portion of the Morgan Sports Center to be used as a COVID-19 testing site and authorize the City Manager to execute the agreement with the State of Florida Health Department; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”)

E. Complaint Policy Status & Updates

The City's Human Resources Manager Karen Jankowski stated that per Council's direction, she has contacted Mr. Jeff McInnis, Okaloosa County School Board Attorney, and requested a copy of the School Board's complaint policy. The documents will be used to update the City's policy and procedures regarding external complaints received and investigative procedures. She continued that she will work on this project and will provide updates at Council meetings as requested.

F. Purchase and Sell Agreements for Three Beach Parcels

The Deputy City Manager noted that in 2019, staff provided a presentation to Council identifying the need for public beach as well as opportunities in the Crystal Beach area to be used for future beach parks. Council authorized staff to work with the Trust for Public Land to negotiate beach acquisition opportunities and bring back to Council for consideration in accordance with State statutes. The Council also voted to adopt the 2020 Strategic Plan which prioritized beach acquisition as the top priority for Fiscal Year 2020 Council objectives. City staff has been working with the Okaloosa County Tourist Development Council, Okaloosa County staff, the Trust for Public Land and other partners on the Destin Public Beach Initiative.

Councilmember Destin, Council's representative to the TDC, provided the following presentation:

- Acquiring public beach is the Destin City Council's top priority in the City's adopted 2020 Strategic Plan
- The Destin City Council has pledged \$9,000,000 to this initiative
- Board of County Commissioners/TDC has pledged \$13,000,000 to beach acquisition
- Density of Rentals in Crystal Beach
 - ❖ Henderson Beach State Park
 - 1 mile / 5,500 ft of beach
 - Entry fee required
 - No gate or restrooms on eastern part
 - ❖ James Lee Park (Okaloosa County)
 - 1,500 ft of beach (1/4 mile)
 - Restrooms, parking and pavilions
 - ❖ Gulf of Mexico
 - 67' Shore at Crystal Beach Park
 - Restrooms and pavilion
 - ❖ Locations of Short-Term Rentals with 5 bedrooms or more
- Quick facts about The Shore at Crystal Beach Park and Target Parcels
 - ❖ Existing Shore of Crystal Beach Park has an existing parking lot, pavilion and some restrooms
 - ❖ Existing Shore of Crystal Beach Park is 67' wide
 - ❖ 3 new parcels plus Shore of Crystal Beach Park = 251 linear feet of beach park

- Gulf Front – Shore at Crystal Beach West Expansion (Crystal Port)
- Gulf Front – Shore at Crystal Beach East #1 Expansion
- Gulf Front – Shore at Crystal Beach East #2 Expansion
- Proposed “Gateway to Crystal Beach”

Councilmember Overdier moved to direct City staff to bring the three purchase agreements back to Council for approval as soon as legally possible, direct City staff and the City’s attorneys to work with the County staff and County attorney to draft an interlocal agreement between the City and County relating to this matter; and to designate TDC representative Councilmember Destin as the Council’s representative on this matter and direct him to present the matter to the County Commission at its meeting on August 4, 2020. Councilmember Ramswell provided a second to the motion.

Councilmember Ramswell noted there was another vacant lot located immediately to the west of Crystal Port. She asked if they have investigated and considered that lot.

Ms. Kate Brown stated that particular property was investigated and was unavailable at the time when they were assembling the package to present to the City Council. It is available now, but they have not come into any terms of an agreement on that parcel. But they will keep it as part of the plan and hopefully make it part of the future round of acquisitions.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”)

G. Library Technology Improvements

The Library Director Wen Livingston stated that to address the challenges that the Destin Library faces due to COVID-19, including the need to maintain social distancing and provide a more touchless system for the checkout and handling library materials, the library is requesting the purchase of Radio Frequency Identification Device (RFID) System. Staff is requesting Council’s authorization to release a Request for Proposal (RFP) so they can pursue these library technology improvements. An RFP is necessary to comply with the adopted purchasing manual as well as Cares Act guidelines. The cost is \$75,000 - \$100,000, which is unbudgeted but is expected to be reimbursed by the CARES Act.

Councilmember Menchel moved to direct staff to release an RFP for RFID technology to improve the safety of the City’s library staff and patrons while improving the efficiency of library operations, to pursue Cares Act reimbursement for this project and for the City Bid Committee to provide a recommended ranking and selection of vendor(s) to the City Council for approval; Councilmember Ramswell provided a second to the motion, which passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

H. Announcement

1) COVID-19 Measures

According to the City Manager, the City's Senior Leadership Team and leaders are all helping to make the re-opening decisions for the City. Certain level of the decisions has to be accepted by the City employees. They have to believe they are being protected as well as the public is being protected and so they are trying to involve them as much as possible especially those who are recuperating from the virus.

Councilmember Menchel requested an update on the purchase and installation of the air purifying unit which the Council approved at the last meeting.

The City Manager stated that the unit is on order and they have contacted their electrical services provider to install the unit upon arrival.

2) August 10th Budget Workshop

After a brief discussion, the Council reached a consensus to cancel the August 10th Budget Workshop and to have each Council member meet individually with the Finance Director and/or City Manager to discuss the Fiscal Year 2020 budget.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. FEMA DR4486 – Funding Agreement No. Z1782
- B. Extensions 15 and 16 to the Amended COVID-19 – Declaration of State of Emergency
- C. Miscellaneous Pest Control Services, authorization to renew contract
- D. Miscellaneous Asphalt Services Contract, authorization to renew contract
- E. Miscellaneous Generator Maintenance Services, authorization to renew contract
- F. Resolution 2014 – Financial Institution Signature Authority

Consent Agenda items 6C and 6E was pulled for discussion.

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve Consent Agenda items 6A, 6B, 6D and 6F, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”)

Consent Agenda item 6C. Councilmember Menchel pointed out some inconsistencies in monthly treatment cost per City owned facility.

Councilmember Menchel moved to direct City staff to clarify the information and bring this item back for a vote at the next Council meeting; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”)

Consent Agenda item 6E. Councilmember Menchel asked if the generator at the Sheriff's Office have been repaired.

Public Services Director Michael Burgess explained that when the generator continuing maintenance contract was awarded to Metro Power, they received a letter from the City advising them that the generator at the Okaloosa County sub-station is not functional and there are no plans to replace the unit at this time; and do not attempt to perform any maintenance on this unit.

Councilmember Menchel stated that particular letter should have been included in the report. He asked if the City paid the \$475 maintenance fee this year.

Mr. Burgess replied that the City did not pay the \$475 maintenance fee.

Councilmember Menchel moved to direct staff to resolve the error in the contract and bring it back at the next Council meeting for a vote; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes")

7. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden

B. Councilmember Ramswell

1) 2013 Dredge Report

Councilmember Ramswell noted that the information she received did not include a copy of the dredge report that shows how much sand was dredged, the amount that was placed on Norriego Point, and the amount that was placed on the private property. In accordance with the terms of the agreement that was in place at the time, the private parcel owners was supposed to retain 20 percent of the dredged sand.

Motion by Councilmember Ramswell, seconded by Councilmember Menchel, to direct staff to investigate this matter and determine the exact amount of sand that was dredged, the amount of sand that was placed on Norriego Point and the amount of sand that was placed on the private property, and bring a report back within 30 days passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes")

C. Councilmember Menchel

Councilmember Menchel offered some clarifications relative to Council's discussion about the review by the Florida Board of Professional Engineers (FBPE) on an ongoing case. There were some comments that after FBPE had concluded their investigation, they would more than likely provide any findings to the State Attorney, if required. He has contacted the lead

investigator who informed him they will not forward any results of the investigation to the State Attorney.

Councilmember Menchel mentioned that illegally parked cars are continuing to destroy the grass on James Lee Park.

Councilmember Menchel requested an update on the Anchors Smith Grimsley (ASG) investigation.

According to the City Manager, August 25th is the estimated date when the City could expect the report back from the firm.

Councilmember Menchel asked for an update on the suggestion to put the blue welcome sign, similar to the adopt-a-street sign, at the Mid-Bay Bridge during the gateway presentation at the last meeting.

According to the City Manager, he does not have a status update on the Danny Wuerffel Way, which is at the purview of the Mid-Bay Bridge Authority who has a plan drawn up for that area.

After a brief discussion, it was the consensus of the Council to instruct the City Manager to reach out to the Executive Director of the Mid Bay Bridge Authority (MBBA) and discuss MBBA's plans in terms of welcoming signs on Danny Wuerffel Way, and report back to Council.

Councilmember Menchel requested that project update information on how they may be able to expedite the scanning portion of the project be included on the next Energov update.

- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan

1) City Council Meetings Starting Time

Councilmember Morgan moved to change the starting time for City Council meetings to 5:30 PM; seconded by Councilmember Overdier.

Councilmember Menchel expressed concern that making the start of the meeting earlier would unable some of the citizens to participate especially those who are actively employed, including some members of the Council.

Councilmember Braden stated he had to work late at times, and it would be difficult for him to attend the meeting if scheduled earlier.

Motion failed 2-5 (Council members Morgan and Overdier voted “yes”; Council members Destin, Marler, Menchel, Ramswell and Braden voted “no”).

- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

1) Memorandum of Law relating to Section 3.09 of the City Charter

The City Attorney noted that the Council had previously directed the City Attorney and Land Use Attorney to identify language and the process required to remove a City Council member or Mayor from office for violations identified in Section 3.09 of the City Charter. He provided a report containing the following three options:

Option 1 – To obtain an opinion from the Attorney General’s Office on whether action by the City is preempted by state law, and if not, whether the City Council can take action based on findings made by the Commission on Ethics, and if so, what type of procedures the City Council must adopt to take action

Option 2 – To proceed forward with drafting an ordinance allowing removal of an elected official who violated Section 3.09(b)(2) of the Charter. This step may first require that the attorney first develop a code of ethics that is applicable to City officials for the City Council to consider adopting. A separate ordinance would then describe the process for removal and include all elements necessary to ensure that due process is afforded to the impeached elected official.

Option 3 – Direct the City Attorneys to take no further action on this matter.

Councilmember Menchel moved to direct the City Attorney to move forward with option #1 and option #2, as outlined in his report; seconded by Councilmember Ramswell.

Councilmember Destin stated that as an attorney he understands the law and understand why collegiate bodies such as this Council are not vested with the authority to remove fellow members from office. The purpose is to keep political factions within collegiate bodies from using provisions wantonly and with political motivation to remove opposition. That authority is vested with the Governor, and the electorate through an election every 4 years or through a recall provision. He suggests pursuing option #1 at this point.

Councilmember Menchel stated if they ever decide not to go forward with option #2, they should remove the provision of Section 3.09 from the City Charter since it serves no purpose at this time.

Councilmember Destin noted that only the voters can remove that item from the charter through a referendum vote.

Councilmember Menchel offered an amended motion to direct the City Attorney to move forward with option #1, as outlined in his report; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”)

ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 8:55 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MAY 4, 2020
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Rodney Braden
Councilmember Cyron Marler
Councilmember Prebble Ramswell

Councilmember Parker Destin
Councilmember Skip Overdier (Virtual)
Councilmember Steven Menchel (Virtual)
Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson
Public Info Manager Catherine Card
Community Dev, Director Louis Zunguze
Code Compliance Manager Joey Forgione
Grants/Project Manager Jeffery Cozzard
Public Services Director Michael Burgess
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Engineer Assistant II Joe Bodi
Parks/Recreation Director Lisa Firth
IT Manager Matthew Pace
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 p.m., which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Destin, seconded by Councilmember Marler, to approve the agenda passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of February 24, 2020 City Council Workshop

Councilmember Marler moved for approval of minutes of February 24, 2020 City Council Workshop; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Proclamation Code Enforcement Officers' Appreciation Week

The Mayor read the Proclamation recognizing and appreciating the outstanding service provided by Code Enforcement Officers and proclaiming the week of June 1-5, 2020 as *Code Enforcement Officers' Appreciation Week*; and then presented it to the City's Code Compliance Manager Joey Forgione.

B. Harbor Blvd Landscaping Candidate Plant Species - Ms. Pam Miner, Atkins Engineering

Ms. Pam Miner, Atkins Engineering, provided the following information to the City Council:

- FDOT has \$1 million set aside for the landscaping of US Hwy 98, from Harbor Blvd to Airport Road. It will be led and constructed by FDOT
- FDOT will entertain the City of Destin's request on median enhancement along that corridor
- A commitment letter is required from the City agreeing to maintain the corridor upon completion of the project
- A legal Maintenance of Agreement will be sent to the City for review and approval
- Will coordinate with the City as the design moves forward. The City will advise of any materials on the plant list or not on the plant list they want to use and present ideas by the week of May 11th
- 90% plan should be completed by May 25th

Councilmember Morgan pointed out it has been the consensus of this Council the past several years not to have Palm Trees and Crepe Myrtles planted on the medians.

Councilmember Destin agreed with Councilmember Morgan; adding he would prefer Live Oaks and Magnolias and would like to see Azaleas and other native plants added to the plant list.

Councilmember Marler commented that planting Hollies or Yuccas would help convince pedestrians to use the crosswalks instead of crossing the medians. He also pointed out that plants that grow so tall, such as Ligustrum, would be a safety hazard; adding they need to keep the view corridor for pedestrians who refuse to utilize the crosswalks.

Councilmember Ramswell recommends sending the information (plant palette) via email to members of the Parks and Recreation Committee, and asking the individual member submits recommendation to staff.

Councilmember Menchel recommends installing fencing or other pedestrian barriers in conjunction with the landscaping project on the medians along US Hwy 98 to help prevent pedestrian fatalities.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Mr. Mike Abadie, a Destin resident, noted that the City of Crestview is issuing \$2,500 grants to small businesses with 25 or fewer employees. The County Commission has reduced the business

tax receipt fee from \$35.00 to \$25.00 for each business. He urged the Council to come up with similar ideas to provide some assistance to small businesses in Destin.

Ms. Sandy Trammell, member of the Harbor CRA Advisory Committee, requested that the landscaping information be forwarded to the committee for their review and recommendation as well; adding that one of the committee's objectives this year involves landscaping on US Hwy 98.

Mr. Ken Wampler, a Destin resident, stated that ancillary businesses in the community rely heavily on hospitality and tourism. By the Governor's Executive Order, short-term vacation rentals are currently prohibited in the State of Florida while hotels/motels and time shares are continuing to operate. He asked the Council to reach out to Senator Gainer, Representative Ponder, and to the Governor and recommends lifting the ban on short-term rentals.

Mr. Marcie Bell, a Destin resident, noted that most hotels, motels and resorts are located within the zoning areas of the City that are not within a single-family residential neighborhood.

4. CITY MANAGER REPORTS

A. Capt. Royal Melvin Heritage Park - Update

The City Manager announced that on April 24th, the City of Destin received approval from Okaloosa County to rebid the project. The Requests for Proposals was then published the same day to the City of Destin website, Okaloosa County purchasing website, Northwest Florida Daily News, Pensacola News Journal, Goernmentbids.com and Demandstar.com.

B. US98 Median Revitalization East Pass Bridge to Airport Road Update, Letter of Support, and Intent

The City Manager requests authorization from the Council to send a Letter of Support and Intent to FDOT for the long-term care of the project after its completion.

Motion by Councilmember Braden, seconded by Councilmember Destin, to authorize the Mayor to endorse the letter of Support and Intent and forward it to the Florida Department of Transportation as soon as possible passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

C. FFY 2019 Byrne Grant Funding 51% Letter of Support

The City Manager requests authorization from the Council to authorize the Mayor to sign a letter of support for Okaloosa County's use of the Byrne Formula Grant Program funds for FY 2019.

Councilmember Destin moved to authorize the Mayor to sign the FFY 2019 Byrne Grant Funding – 51% Letter of Support; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

D. Livery & Beach Vendor Registration

The City Manager stated that due to many restrictions placed on these industries due to COVID-19, many of the businesses may have a problem paying their registration fees immediately. He asked for Council's direction to have something in place for hardship cases.

Code Compliance Manager Joey Forgione noted that the Livery and Beach Vendor Registrations expire on February 28th each year, and that the applications are currently being processed.

Councilmember Marler recommends reducing the registration fee by 50 percent for this year and extending the registration deadline to June 2020.

Following a brief discussion, it was the consensus of the Council to instruct staff to come up with creative ways the City could provide relief to their local businesses affected by COVID-19, whether it is through BTR reduction or fees reduction across the board; and for the Finance Director to determine what is financially feasible for the City and report back.

Councilmember Braden moved to approve a grace period to pay livery and beach vendor registration fees no later than June 1, 2020; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

E. Announcements

5. PUBLIC HEARINGS

A. Second reading of proposed Ordinance 20-07-CN - Providing for abandonment of a meandering portion of Harbor Lane right-of-way

The City Attorney read Ordinance 20-07-CN by title, and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF A MEANDERING PORTION OF HARBOR LANE RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney sworn in the City staff members and members of the public who wish to provide testimony.

The City Attorney asked the members of the Council to describe any ex-parte communications they had with regards to the application.

Councilmember Braden reported having some communications with the applicant regarding his thoughts about the right-of-way vacation; however, he would be able to base his decision on the evidence provided to them tonight.

Councilmember Ramswell stated that she has discussed the application, both verbally and through emails, on several occasions with both the applicant and Ms. Sandy Trammell; however, she would be able to provide an unbiased decision based on the evidence provided at this meeting.

Councilmember Menchel noted having a recent phone conversation with Mr. Trammell regarding the application; however, despite this ex-parte communication, he would be able to provide an unbiased vote based on the evidence before the Council tonight.

Councilmember Overdier reported visiting the Harbor Lane location with both the applicant and Ms. Trammell and listening to their positions regarding the right-of-way vacation application. He also stated he will be able to provide an unbiased vote based on the evidence before them tonight.

Councilmember Marler revealed having communications with several citizens prior to the first reading of this ordinance; however, he has not had any communications since then other than receiving emails related to the subject. However, despite the ex-parte communications, he believes he will be able to give an unbiased vote based on the evidence before them tonight.

According to Councilmember Destin, he has not had any ex-parte communications with anyone since the first reading of the ordinance; and that despite of previous ex-parte communications, he will be able to provide an unbiased vote based on the evidence before them tonight.

Councilmember Morgan reported having some communications with the applicant and other members of the public; but not since the first reading of the ordinance. He continued he will be able to provide an unbiased vote based on the evidence presented to them tonight.

The Land Use Attorney requests the entire staff report and everything on the agenda packet related to this application to be entered into the record as the City Exhibit A. There were no objections from the applicant.

Attorney William Ketchersid, representing the petitioner briefly addressed the application for partial vacation of Harbor Lane right-of-way. He presented a spreadsheet of the text log between the applicant and the City's Code Compliance Division as well as photos showing vehicles parked in the right-of-way or blocking ingress and egress to the applicant's residence from March 13, 2020 to April 28, 2020. He stated that people are parking illegally despite the "no parking" and towing signs in that area. There were about a hundred photos showing vehicles parked throughout the day and evening hours; and that the pictures he selected for this presentation are based on recent occurrences.

Mr. Ketchersid requested that the entire package they submitted to the City as well as their presentation be admitted into the record. There were no objections from the City Land Use Attorney.

Councilmember Braden stated that many people seem to enjoy visiting that area and that he would not want to take that away from them.

Mr. Ketchersid explained that the increased traffic in that area coincided with the closing of the beaches due to COVID-19.

According to Councilmember Overdier, many believe they would not have been in this situation if the City had paved the right-of-way another 30 to 40 feet passed Mr. Krueger's property.

Mr. Ketchersid explained that extending the paving would have only worsen the problem because it would move the parking problem further towards the water.

At this time, the Mayor opened a public hearing to receive comments for or against the proposed vacation of the right-of-way.

Ms. Sandy Trammell, a Destin resident, made the following statements during her slide presentation:

- Mr. Krueger had always wanted the City to enforce the No Parking sign as required and provide security to ensure the right-of-way and park are a safe environment. There is a slide showing a camera located between Mr. Krueger's driveway and his fence line which makes a sound alerting them each time somebody passes by. This is almost a self-inflicted fear and anxiety
- Mr. Krueger submitted a paver plan to the LPA in 2018 which was not approved. However, his paver contractor went ahead and dug up the design in the unapproved plan
- Mr. Krueger swale is on the City's right-of-way. He received a one-time exemption for putting in swales in the right-of-way. Not everyone is aware of such an exemption
- The Council should take a closer look at the area where the roads end and Mr. Krueger's driveway begins. There is another driveway, which belongs to a Mr. Odom, that intersects that area and it is not on any survey
- There is an option to extend the road 40-50 feet which would:
 - ❖ Allow the homeowner to have a 24-foot driveway opening along his property line
 - ❖ Allow for signage, striping, lighting while allowing the public to walk down the road
 - ❖ Allows for a driveway that would be consistent with the rest of the road and unimpeded access
 - ❖ Option would increase the safety for property owners, reduce parking, and make it easier to patrol
 - ❖ Option would only require a permit and not involve a partial vacation

Ms. Trammell urged the Council to approve a plan that does not require a right-of-way vacation.

Mr. Mark Magouirk, a Destin resident, stated they are not trying to deny Mr. Krueger access to his property, but he should only be allowed a 12 to 15-foot driveway like everyone else. His driveway is a lot wider than what is allowable, and it basically extends in the middle of the park. It only leaves them about 5 feet of space to walk through. He stated that securing beach accesses they already have and obtaining new accesses must on top of their priorities; adding it does not make sense to give away something that residents have enjoyed for quite a while just to one private property owner.

Ms. Becky Pritchard, a Destin resident, stated that the closing of the beaches had made this right-of-way, which most people have always referred to as the harbor park, a lot more important. It is where people can go and enjoy themselves especially during this pandemic. She urged the Council not to vacate any public rights-of-way when there are other options available.

Mr. Scott Murrie, a Destin resident, stated that the City is willing to spend millions of dollars for water access. They should not give away one they already have. He also stated that extending the road about 40 feet is the most sensible option.

Ms. Joanne Bouchillon, a Destin resident, expressed her disappointment over the notification process for this meeting; adding it was a complete surprise to her. There was no sign on the property that indicates this meeting will be taking place this evening. She only learned about it through a phone call from a friend. She also questioned the sense of urgency in holding this meeting during a pandemic knowing there is an exceptionally large public interest in this right-of-way vacation. There are a lot of people who are adhering to the CDC guideline that are unable to participate because they do not have access to the internet. She also noted there was no sign posted on the property announcing the first Local Planning Agency (LPA) meeting when this issue was addressed. The sign for the first City Council meeting provided an incorrect location for the meeting. She further stated that she submitted some documents during the LPA meeting and slide presentation was allowed. They learned at the first Council meeting that slide presentation was not allowed and they were not allowed to present documents to the Council. They had to be presented to the City Clerk. The second meeting of the Council was cancelled, and she later learned from the City Clerk that the prior documents presented at the first meeting would have to be resubmitted for this meeting due to the new procedure adopted by the Council. She urged the Council to vote to deny the proposed partial right-of-way vacation because it is a beach access and it will directly impact many of the residents; adding that extending the road 40-50 feet is a better option.

Councilmember Ramswell asked staff to address the notification process for this particular item.

According to the Land Use Attorney, the sign was required to be posted for the first reading of the proposed ordinance, but it was not required for second reading. There was significant notice provided by the City's Public Information Officer.

Public Information Officer Catherine Card noted she had put out a press release regarding this subject and posted it on the City's website on April 17, 2020. It was also placed on the City's Government Facebook page. It was also provided in a release that was provided to the Media Distribution Group which is a very vast group that extends from Pensacola to Panama City which covers all the media outlets.

According to the Land Use Attorney, the City Clerk also published the second reading of the ordinance in the newspaper in accordance with Chapter 163 of Florida Statute.

Councilmember Ramswell reported that after the first reading of the ordinance, the City Council received an email packet from the City Clerk of all documentation that had been submitted by the public during that meeting. The Council's iPads also maintain all these documents and they have the ability to go back and view those documents at any time.

The Land Use Attorney also noted that the agenda was re-published today so everything that was submitted by the City over the weekend had been included.

Ms. Marcie Bell, a Destin resident, noted that a lot has happened since the first reading of this ordinance back in March due to COVID-19; with the President of the United States declaring a national emergency and the State Governor declaring a state of emergency through an Executive Order 20-91. It specifically cautioned the elderly and those with underlying conditions to avoid large gathering. Mayor Jarvis and the City's Deputy City Manager subsequently signed a Declaration of the State of Emergency for the City of Destin; and they were quoted in the paper saying *"it was to take prudent action necessary for the health, safety and welfare of our city."* The City's website also states, *"Citizens must adhere to CDC guideline of 6 feet of separation and avoid gathering of 10 or more people in a room."* She also noted that this room was packed with people during the first reading of this ordinance, and a lot of those people were not able to participate at this meeting. She expressed her support of all public beach accesses throughout the City of Destin; adding that the City's comprehensive plan and land development code are written to preserve those beach accesses.

At this time, the City Attorney addressed the issue of public participation at Council meetings. He stated that the City Council has adopted Resolution 20-05 and Resolution 20-08, both were on the published agenda on their meeting dates. Both resolutions described very particularly how the public can participate both by appearing physically and virtually; and, by allowing the public to submit written comments to the City via email. He added that the City has gone above and beyond the requirement of the law in providing access to the public.

The Mayor announced that anyone has an opportunity to participate in this meeting tonight either online, in person, and via email or text messages to the City Clerk.

Mr. Rob Bouchillon, a Destin resident, stated that even though only about 6 percent of the right-of-way is going to be vacated, as Mr. Krueger's attorney claims, what at stake here is the water view not the actual property. Putting up a fence there if the vacation is approved would hinder people's view of the water. The City's comprehensive plan encourages water view, and so approving this partial vacation is going against the comprehensive plan. He also pointed out that 31 people spoke against the vacation of right-of-way and 7 people supported it at the last meeting; and of those 7 people, only one person lives near the right-of-way location. He urged the Council to vote against the partial vacation of the right-of-way.

Mr. Brian Litchfield, a Destin resident, expressed his support for the right-of-way vacation. He stated that a lot of people believe approving the vacation means giving away a City park to the homeowner, which is not a good idea. In reality, the City would only be vacating a small portion of

the right-of-way, and it is not really a City park even though there is a picnic table and a trash can at that location. He added they could come up with a compromise by finding another piece of land that can be designated as a park.

Mr. Danny Davis, owner of Coastal Pavers that installed Mr. Krueger's driveway, noted that he had worked closely with the City on this project. He stated that the driveway is 12 feet wide for 42 feet (lengthwise) and then opens up to 27 feet which is permissible by the City of Destin. He also stated that Mr. Krueger is only asking the City to vacate a small piece of the property for the safety of his family and City residents; and so approving the partial vacation of the right-of-way makes sense.

Mr. Gill Sawyer, President of Dunes of Destin Homeowners Association, emphasizes the importance of personal safety in terms of the location of Mr. Krueger's property. He stated that this neighborhood has no longer become generally secure in the mindset of a family. They do not feel perfectly safe knowing there is a constant flow of strangers passing by their house and coming on to the property. He continued that one of the best ways to minimize these kinds of issues is for the City Council to support the vacation of the right-of-way and provide more safety in that area.

Mr. Tom Rooney, a Destin resident, stated that everyone has the right to privacy and to access their property and not have other people illegally parking their vehicles on their driveway. He added that Mr. Krueger is not asking too much and that he support his request for partial vacation of the right-of-way.

Mr. Karl Trammell, a Destin resident, urged the Council not to approve the partial vacation of the right-of-way and take the access to the water away from the citizens of Destin. He stated that a lot of the people who spoke against the right-of-way vacation are not present at tonight's meeting due to the pandemic. The City will have a hard time justifying receiving grants for waterfront properties when they give away land such as this right-of-way.

Councilmember Menchel clarified that the Council could only approve or disapprove the application for partial right-of-way vacation tonight. They are not in a position to negotiate a compromise.

The Land Use Attorney confirmed Councilmember Menchel's remark, stating that the Council needs to either approve or deny the request or approve it with conditions. Council would have to deny the vacation for any further conversations to go on between staff and the applicant.

At this time, Mr. Ketchersid announced the actual dimension of the property; noting that the right-of-way is approximately 31,620 square feet. The proposal for partial vacation is 2,001 square feet, which is precisely 6.3% of the property.

Mr. Ted Love, a Destin resident, recommends approval of the right-of-way vacation application.

Mr. Bill Kilpatrick, a Destin resident, urged the Council to vote in favor of the vacation of right-of-way; adding it is a reasonable request from the homeowner. He stated that extending the road 30 to 40 feet is not a viable option as the City would have to spend about \$80,000 of taxpayers'

money just to benefit one person. Also, the idea that this vacation would take away access to the water is untrue because it would not limit access in anyway.

Mr. Rachel Green, a Destin resident, expressed her opposition to the right-of-way vacation application. She stated that safety has been brought up many times, but it is really not an issue in this case. They had lived around that area for about 20 years and they have always felt safe in their neighborhood. With regards to the claim of illegal parking, they drive by that area quite frequently and all they ever see there are landscaping or furniture trucks. They have rarely seen other types of vehicles parked in front of that property.

Mr. Bryan Otto, a Destin resident, stated that his only objection is putting up a fence in the right-of-way.

Mr. Blake Krueger, a Destin resident, expressed support of the right-of-way vacation; adding that safety is definitely an issue. The Krueger's have to deal with the problems brought about by people coming and going into that right-of-way especially outside of the normal hours.

Mr. Eric Hill, a Destin resident, expressed his opposition to the right-of-way vacation. He stated that the right-of-way is a safe drop off and pick up point for their children who want to spend some time in the water, and that their vehicle is rarely park there for more than 20 seconds at a time.

Ms. Amanda Belcher, a Destin resident, stated that extending the road 30 to 40 feet should solve the problem. She also noted that her vehicle is shown on the screen as being illegally parked; but she was only there less than two minutes taking pictures of the signs.

Mr. Justin Ramo, a Destin resident, stated this is one of a kind access point in Destin. One of the goals in the City's comprehensive plan is to improve existing accesses to Joe's Bayou and to seek opportunities to secure additional surrounding property in reference to access points to Joe's Bayou; and approving the request to vacate a portion of this right-of-way would accomplish just the opposite of that goal.

At this time, the City Attorney sworn in the City Clerk for testimony to respond to an earlier comment about public records related to this hearing.

The Land Use Attorney asked the City Clerk if he was aware if the earlier reference to records have been provided to the City Council, and whether they were included in the agenda package.

The City Clerk replied affirmatively stating that approximately 50 pages of the documents in question have been included in the initial publication of the agenda packet. He continued that 50 more pages of documents had been sent to the City over the weekend, and that the agenda was republished earlier today to include those documents.

The Land Use Attorney inquired as to deadline for public input for this meeting.

The City Clerk responded that the original deadline was noon on Thursday by resolution of the Council. The first publication of the agenda was Thursday afternoon, April 30th; and the second publication was Monday morning, May 4th.

The Land Use Attorney asked what dates this public hearing were published in the newspaper.

The City Clerk replied that paid publication dates were April 22nd and April 29th.

Councilmember Ramswell asked if documents submitted during the first reading of the ordinance were automatically included in the meeting packet for second reading.

The City Clerk replied they were not automatically included because the newly approved Council resolution requires comments from a party with standings be delineated from those comments from the general public on quasi-judicial matters.

Councilmember Braden noted that even though it may be legal, it does not seem right that some documents submitted by the public for second reading of this ordinance did not automatically transfer when that meeting was rescheduled.

The City Clerk clarified that all documents submitted for the March 16th meeting, which was subsequently cancelled, were included in the meeting packet during the initial publication of tonight's agenda.

The City Attorney pointed out that the public also had access to those documents because they were included in the published agenda.

Mr. Rich Lacour, a Destin resident, stated that the access point to the water is wide enough, which is contrary to what other people believe. He and his family, with two of their double-strollers, made it through there without difficulty. He also stated that everything on Mr. Krueger's property was approved by the City in accordance with the comprehensive plan. He urged Council to approve the partial right-of-way vacation.

Mr. Matt Trammell, a Destin resident, noted that 98% of the people that expressed opposition to the right-of-way vacation lives within two miles of the park and they care about their neighborhood. He stated that he grew up at this park and it made him appreciate the natural environment. It is a beautiful park and if the right-of-way is vacated, his children will not see the view that he sees today. He pointed out that the Council does not have to approve this proposal tonight; and that there are other alternatives they could pursue, such as the roadway extension.

The City Clerk read an email submitted by Mr. Bill Reddington, a Destin resident. It reads, *"The attorney for Tim Krueger is quoting the measurements of the whole easement. The distance that Mr. Krueger's is approximately 120 feet on the easement. I vote not to vacate the easement."*

Ms. Michelle Boswell (online participant), a Destin resident, stated that she lives within a mile of the access point to the water. Extending the roadway should give Mr. Krueger ample access

to his property. She urged the Council to deny the vacation of this right-of-way because approving it would set precedence for other owners of properties located next to a right-of-way.

Having no further comments from the public, the Mayor turned the matter over to the City Council for discussion and consideration.

The Land Use Attorney questions staff for the record on comprehensive plan issue. She asked for staff's opinion regarding the application's consistency with the comprehensive Plan and its effect on the shoreline.

Engineering Assistant Joe Bodi noted that the proposed partial right-of-way vacation is consistent with the comprehensive plan, and that the shoreline is not affected by the proposed vacation.

The Land Use Attorney asked for the opinion of the City's Community Development Director Louis Zunguze regarding the proposed vacation's consistency with the comprehensive plan.

Mr. Zunguze noted that in most cases, right-of-way vacations would impede or take away access all together, but it does not apply in this case. The proposed vacation is not inconsistent with the comprehensive plan.

The Land Use Attorney asked whether the proposed vacation would jeopardize the current or future location of any utility.

Mr. Bodi replied the vacation of this right-of-way would not jeopardize the current or future location of any utility.

The Land Use Attorney asked whether the proposed vacation of right-of-way meets the following criteria: *"The proposed vacation is not detrimental to the public interest. City ownership of the ROW is no longer necessary to accomplish any valid city purpose. The city has not granted any easements which will be adversely affected by the vacation."*

Mr. Bodi stated that the above criteria, as described by the Land Use Attorney, has been met.

Mr. Ketchersid indicated that he does not wish to cross-examine City staff.

Mr. and Mrs. Tim and Jill Krueger both addressed the Council relative to the proposed vacation. They stated it has been a long and expensive journey. It has also been quite painful and stressful for their family; and that all they were asking for is 5/100 of an acre of property. They are not going after any monetary gain; they only want to ensure their safety and to have a peace of mind. They have tried everything possible to appease their neighbors and they have worked closely with the Local Planning Agency and City staff and trying to follow all the rules. Ms. Sandy Trammell represented the members of the community that were against this proposal, and that she presented several options to which they have agreed; but a lot of people are still harboring a feeling of hatred and resentment toward them and they have been portrayed as the

villain. They love their community and they give back to others at every opportunity. They urged the Council to approve their application for partial vacation of the right-of-way and honor their right to secure their family's safety.

At this time, Mr. Ketchersid moved that their presentation materials be entered into the record. There were no objections from the Land Use Attorney.

Mr. Ketchersid provided a brief closing statement reminding the Council that their only option tonight is to approve or disapprove the application for partial vacation of the right-of-way. He stated that the applicants have complied with everything throughout the entire process, from the public hearing before the Local Planning Agency to tonight's second reading of the ordinance; and that they deserve a decision from the City Council tonight.

At this time, the City Attorney turned the matter over to the City Council for their deliberation and decision.

Councilmember Ramswell recommends allowing Ms. Trammell's request to speak again and address the comments made by the applicants.

Ms. Trammell noted there is not one thing that she had done and presented to the Council that has not been supported by petition as well as her neighbors; adding she was selected and gladly served as their spokesperson. She continued that the applicants have not provided anything that indicates she has misrepresented any information.

Mr. Ketchersid announced the applicants will not respond to Ms. Trammell's comments.

Councilmember Overdier moved to direct staff to install streetlights at the end of Harbor Lane and approve proposed Ordinance 20-07-CN on second reading with the following conditions:

- 1. Putting up an opaque fence or barrier including shrubbery or anything that could create a vision impediment to the remaining right-of-way shall not be allowed.**
- 2. Provide a unity of title to tie the two properties within 30 calendar days.**
- 3. Vacation does not preclude obtaining permitting for any improvements as a result of the vacation**

Councilmember Ramswell provided a second to the motion.

Councilmember Marler stated that the photos provided by the applicant seemed to indicate that people are purposely parking illegally on the paved area of the property to harass the property owners. Most of the speakers who spoke against the vacation stated that they believe the applicant deserves access to his property, and yet they are blocking access to where the applicant cannot get in or out of his property. He also stated that the right-of-way location in question is not a park but a dead end of a road that ends at the waters edge. He asked how much right-of-way they would need to give up in order to provide the property owner access to his property if the proposed vacation is denied.

The Land Use Attorney explained that the property owner is legally entitled to access his property and to get the driveway with or without the vacation. The City's land development code prohibits fences and gates within a public right-of-way. The property owner would get the driveway, but he would not be able to put up a fence or a gate within the right-of-way. By the Council approving the vacation would enable the property owner to apply for a permit to get a fence and/or a gate; which is why some conditions have been added into the motion. She added that the area in question is not legally a park but legally a right-of-way. However, it has been used as a park by many of the residents over the years.

Councilmember Braden asked how a placement of a gate, or a fence on the driveway would change things for the applicant if this request is approved.

According to Mr. Ketchersid, a gate or a fence would hopefully serve as a deterrent to people that are illegally parking on the open space. That area would also transition from City property to personal property giving the property owner legal rights to enforce the no parking signs without relaying on the City's Code Compliance Department.

Councilmember Braden stated it was brought to his attention that the applicant has friends that are a member of the Local Planning Agency who voted but provided no reason to support the application.

The City Attorney noted that after the first reading of the ordinance, his office was tasked to look into this allegation to determine if there were any ethical violations that have occurred. They have investigated this issue and determined there were no ethical violations based on the facts provided.

Mr. Ketchersid stated they have denied the allegations; however, the Local Planning Agency can only make recommendations to Council. Regardless of how the Local Planning Agency voted, the applicants still have the absolute right to bring their case before the City Council for their consideration.

Councilmember Braden asked how prior staff could have allowed a gate or fence to be placed in the right-of-way.

According to the Land Use Attorney, it would have been an error on the staff's part to allow the placement of a gate or fence in the right-of-way.

Councilmember Ramswell noted this is definitely a terrible thing to have to go through for everyone; pro or against this application. It is friends against friends and neighbors against neighbors. Clearly there is no easy solution. She stated that the applicant was empowered to do some of the things he did by a former City employee who did not have the authority to do so. It is very difficult for the Council to decide one way or another. She continued that the right-of-way looks greatly improved. As much as this is being viewed as a taking away of the City's property, the access is still there, and it is beautified, and people could still go into the water. Lights would be put in to make it safer for everyone.

Councilmember Morgan stated he has a very hard decision to make because he has friends on both sides and people he truly respects on both sides. People should not be disrespectful by jeering when other people are speaking. Everyone has the right to be heard.

Councilmember Menchel noted that following first reading of the ordinance, the City Clerk provide the Council copies of the documents the public had presented at that meeting. One of the speakers presented a copy of Okaloosa County Property Appraisal legal description of this property to include partial vacation of the parcel. He contacted the property appraisal regarding this issue who then informed him that when Pleat and Smith sent in their routine letter to approved the vacation, the GIS representative in the property appraisal's office made an error and entered the vacated information into the property description. It is an example of how they need to take the time and review some of the information they receive.

At this time, the Mayor asked the following questions, followed by responses by the Land Use Attorney.

Mayor: *"If they vacate, does it prevent access to the water?"*

Land Use Attorney: *"No,"*

Mayor: *"If they do not vacate, can the applicant build a fence or put up a gate?"*

Land Use Attorney: *"No."*

Mayor: *"Is there an actual beach there at normal tide height condition?"*

Land Use Attorney: *"No."*

Mayor: *"In the first reading, as the result of Council's motion, is \$25,000 approved to be spent to improve that right-of-way."*

Land Use Attorney: *"Yes."*

The Mayor called for a vote on the motion, which passes 4-3 (Council members Ramswell, Menchel, Overdier and Marler voted "yes"; Council members Braden, Destin and Morgan voted "no").

6. CONSENT AGENDA

- A. Annual renewal of Contract with 3TP Ventures, Inc for Planning Consulting Services.
- B. Extensions 3 and 4 to the Amended Declaration of State of Emergency

Motion by Councilmember Marler, seconded by Councilmember Braden, to approve Consent Agenda items 6A and 6B, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden

1. Harbor Blvd Streetscape

Councilmember Braden presented a proposed Harbor Blvd streetscape design and asked for Council's authorization to provide it to FDOT for incorporation into the design.

Councilmember Menchel suggests they consider putting up fencing or planting shrubbery to serve as a barrier to prevent people from crossing the medians and encouraging them to use the crosswalks.

Councilmember Destin noted that the Council had previously instructed staff to include streetscape design, resources and proficiency within the RFQ the City is seeking for undergrounding utility consultant/contractor, and to have the entire scope of services to be handled under one umbrella. He asked if this instruction was followed.

Mr. Zunguze stated that the draft RFQ is currently being finalized, and that he would make sure Council's direction is followed.

After a brief discussion, the Council reached a consensus to approve proposed Harbor Blvd streetscape configuration as presented and provide it to FDOT to incorporate into the design.

B. Councilmember Ramswell

1. Submerged Land Lease

Councilmember Ramswell noted that they have spent millions of dollars to stabilize Norriego Point, but they do not have a submerged land lease for Norriego Point. There was only a submerged land lease easement that was given to the City during the stabilization phase. She continued she had mentioned this to the City Land Use Attorney and staff at a recent meeting and they all agreed this is quite an important matter for the City to pursue. She asked Council to direct the Land Use Attorney and staff to look into the process of obtaining a submerged land lease for Norriego Point.

The Mayor noted that the City is not paying the submerged land lease since they have been granted an easement; however, if they obtain a submerged land lease for Norriego Point they may have to pay an annual fee.

Councilmember Ramswell noted that the current easement is temporary while the stabilization project is ongoing, and that it does not cover the entire Norriego Point. She continued they are not planning on having any commercial slips or dock, it is just purely for the management of the swim area surrounding the Point.

Motion by Councilmember Ramswell, seconded by Councilmember Braden, to direct the City attorneys and staff to investigate the feasibility of obtaining a submerged land lease for Norriego Point passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Next, Councilmember Ramswell pointed out that the materials provided in the agenda packet included a copy of a bill the City received from the Fishing Fleet and a copy of a check the City sent to the Fishing Fleet to pay for the slips. She explained that the City has three slips for public use and for which they are not to be charged. However, the City paid the Fishing Fleet for the slips each year. The Fleet calculated the charges owed for 40 slips and divided it charging the City for three slips, which is a violation of their agreement with the Trust for Public Land. She also noted the following language contained on page 5 of the Riparian Rights Lease Agreement:

“Costs attributable to the operation, maintenance, submerged land lease fee, and other expenses attributable to the three slips allocated to the City will be paid on a pro-rata basis by the City.”

She added that the City should not be charged any fees for the three slips for public use and on any commercial income-earning slips. She recommends having the City’s attorneys reaching out both to the Fleet and the Trust to correct this issue.

The City Attorney suggests the Council directs them to engage in some information gathering at this time rather than going directly to the Fleet and Trust and bring information back to Council for further direction.

Councilmember Menchel recommends also looking into any refund that is due to the City.

Councilmember Ramswell moved to direct the City attorneys and staff to investigate the amount the Destin Fishing Fleet is charging the City for the transient, non-revenue generating slips, to include any refund that is due to the City; and then bring information back to Council for further direction; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Ramswell also pointed out that the actual submerged land lease for the Heritage Park expired in 2018. The preliminary inspection report listed only the Destin Fishing Fleet as the sole owner of all upland property and with the contact person being Mary Ann Windes. The report also showed the sole use of all upland property was charter boat fishing and marina. She continued that the City has slips on the west side of which three are public transient, but the report listed zero public transient slips. The City owns the west 68’ of the upland property and the Fishing Fleet owns 282’. The report showed the Fishing Fleet owning the entire 350’. She added that the Trust would not be happy to know the park they helped fund for millions of dollars is now listed on the State submerged land lease and inspection report as fully owned by the Fishing Fleet instead of the City, and is solely for charter fishing.

Councilmember Ramswell moved to direct the City attorneys and staff to contact FDEP about the renewal of the submerged land lease with the correct ownership information being reflected; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Ramswell moved to bring the information back to Council within 30 days; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Referencing a satellite imagery and DEP Survey, Councilmember Ramswell noted it clearly showed the City of Destin (the public) owns 10 slips. The lease for riparian right does acknowledge the City has given use and control for three slips to the Fleet. The City was supposed to get the three northernmost slips and the Fleet will have the next three slips. The Destin Fire Control District boat was supposed to be in slip #4, but it is actually in slip #3, which is one of the City’s three transient slips. The remaining four slips were never encumbered or have not been part of the lease agreement. They have not been addressed at all and yet they are in the City’s riparian. She added that this issue needs to be addressed as this information has a tremendous value to the Destin taxpayers.

Councilmember Ramswell moved to direct the City attorneys and staff to coordinate with the Destin Fishing Fleet and the Trust for Public Land to look at the number of slips that are actually in the City’s riparian and report findings back to the Council within 60 days; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Finally, Councilmember Ramswell asked staff to look at the potential access points along Bayou Drive and identify the location and the number of access points and what is feasible for the City to improve, and report information back to Council within 30 days.

C. Councilmember Menchel

1. Fiscal Year 2019 Edward Byrne Grant. 51% Letter of Support

Councilmember Menchel wants to make sure the City does not miss the opportunity to obtain additional funding to assist the Sheriff’s Office next year.

Councilmember Menchel inquired as to the status of Airport Road construction.

Mr. Burgess noted that the design is still underway but it is scheduled to be completed very soon. The City received the initial maintenance agreement from FDOT about 10 days ago. The City Attorney’s comments regarding the maintenance agreement have been forwarded back to FDOT, and they received FDOT’s response today. Construction is still on track for completion by this summer.

Councilmember Menchel asked the City Manager to contact the County and make them aware of the state of disrepair of sand fences along James Lee Park.

Councilmember Menchel suggests using sequential numbers for all the items on the Weekly Task List instead of having sequential numbers for each department.

Councilmember Menchel requested the status of the towing contract.

The Land Use Attorney noted it is still under review by the attorneys and staff and it should be completed within the next 30 days.

Councilmember Menchel noted there are 101 streetlights that have been identified as not operational and asked if they have been replaced.

According to Mr. Burgess, they received an email from a representative from NextEra Energy stating the streetlights have been reentered into the system since their portal has changed. Staff will start checking their status on a quarterly basis.

Councilmember Menchel stated he still waiting for an accurate inventory of streetlights from Gulf Power to make sure the City is paying for the correct number of streetlights.

The City Manager will consult with the Finance Director to determine what kind of a hold they could put on payments to Gulf Power until they get this matter rectified.

D. Councilmember Overdier

Councilmember Overdier asked the City in how the City intends to use the \$25,000 to improve the Harbor Lane right-of-way access to the water.

According to the City Manager, the matter will be brought before the Parks and Recreation Committee for their recommendation.

E. Councilmember Marler

F. Councilmember Destin

Councilmember Destin asked the City Attorney and City Manager to investigate any liability that might have occurred with regard to turning off the power at Dalton Threadgill Park causing some spoilage of some food at the concession stand.

G. Councilmember Morgan

1. Coleman Lake Outfall

Councilmember requested that this item be placed on the next agenda.

2. Reopening of City Parks

Councilmember Morgan asked if they could go ahead and open their City parks and not just the playgrounds.

The City Manager noted it is required nationally to maintain social distancing of 6 feet and no gathering greater than 10 people. He added that practices can be held but they are not ready to resume the games.

H. Mayor Gary Jarvis

I. Land Use Attorney

J. Pointe Mezzanine Land Use Litigation Proposed Mediated Settlement Agreement

The Land Use Attorney requested approval of the proposed agreement.

Councilmember Menchel moved for approval of the proposed agreement; seconded by Councilmember Marler.

Councilmember Ramswell noted that in several places within the proposed agreement, it states that, *“The City shall process a development order application for the docking facility...”* She asked if they should use the word “review” instead of “process.”

The Land Use Attorney explained it simply means they will place the issue into the process as it includes more than just a review. When it is ready, it would then be brought before the Council for processing into the code. She added it is not guaranteeing a result in any direction.

Councilmember Ramswell noted that page 3 of the proposed agreement states, *“The prevailing party in any proceeding to enforce or interpret the terms of this agreement or otherwise arising out of or related to this agreement shall be entitled to recover from the other its reasonable attorney’s fees and costs...”* She asked if it means there could be other potential lawsuits; to which the Land Use Attorney replied affirmatively.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

K. City Attorney

8. PUBLIC COMMENTS

The City Clerk read the following written comments submitted by Mr. Ken Wampler, a Destin resident.

“Attached is the letter and cleaning standards that I tried to reference. Not covered in this is the fact that one of the local management companies moved from their local vacation rentals to their Alabama vacation rentals valued at \$180,000. Please remember that for every dollar paid for accommodations you also get an additional \$3.00 so the lost economic value for this week for that one company is \$540,000. That is what know, but others have lost income that we cannot quantify as going to Alabama, but very likely.

The ask here for a City Council to endorse and/or reach out to all elected officials on the State and National level asking them to open up Vacation Rentals on or before May 15.”

The Mayor requested Council’s authorization to write the letter to the Governor.

Councilmember Marler moved to direct the Mayor to write a letter to the Governor to recommend that he reevaluates his ban on short-term rentals for Destin; seconded by Councilmember Destin. Motion passed 5-2 (Council members Morgan, Destin, Marler, Overdier and Braden voted “yes”; Council members Ramswell and Menchel voted “no”).

ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 10:55 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

DRONES/UAS & KITES

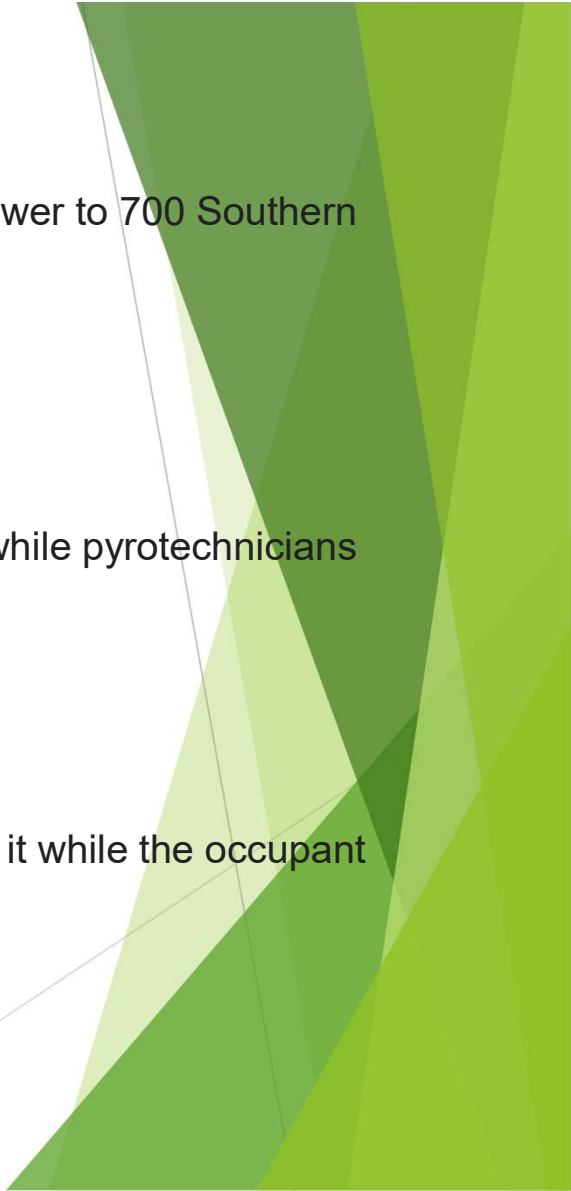
By

Mike Stubblefield, ATM Destin Tower

Accidents and incidents

► September 2015

- A drone crashed into empty seating at the US Open at Louis Armstrong Stadium, Queens New York causing no injuries according to the USTA. It happened during a match. A teacher named Daniel Verley was arrested on charges of reckless endangerment, reckless operation of a drone and operating a drone outside of a prescribed area in a New York city park. He was released and ordered to attend court at a later date. It is expressly forbidden to bring drones onto the grounds of the National Tennis Center. In October 2015 Daniel Verley was sentenced to community service, involving tutoring disenfranchised students. He had cooperated fully with the investigation.



October 2015

A drone collided with power lines in West Hollywood, CA, causing a loss of power to 700 Southern California Edison customers.

December 2016

A drone flying near the Space Needle in Seattle, WA collided with the tower while pyrotechnicians were setting up fireworks for New Year.

February 2017

A UAV flew into the window of a 27th story apartment in Miami, FL , breaking it while the occupant was at home.

May 2017

A UAV filming the Golden State Race Series in California collided with a tree, and spun out of control into a group of cyclists. Part of the drone lodged in the front wheel of a cyclist, causing him to flip over his handlebars and suffer abrasions. The drone operator reportedly offered to buy the cyclist a new front wheel and helmet.

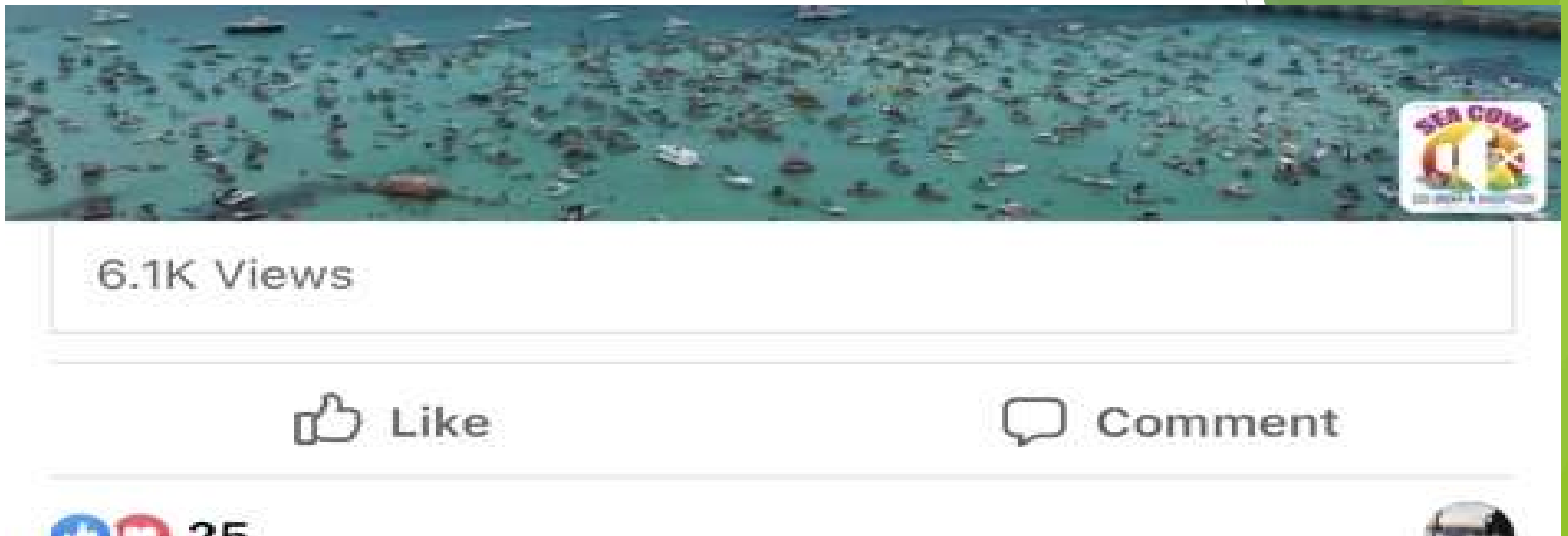
May 2017

A track and field meeting at a High School in Mission Viejo, CA was targeted by a drone dropping water balloons on the event, though only one person was hit. The drone had been spotted the previous evening and the sports coach had sent people out to find the drone operators. Police were notified the following morning.

May 2017

A GoPro from a drone hit a seat at Petco Park in San Diego, CA narrowly missing fans during a match between the Padres and the Diamondbacks. MLB said that UAVs are not allowed at baseball grounds.

CRAB ISLAND 7/4/2020



- *DRONES ARE NOT TO BE OPERATED OVER CROWDS OF PEOPLE.
- *THIS ACTIVITY WAS UNAUTHORIZED AND INFO WAS TURNED IN TO THE FAA.
- *PEOPLE ARE LAUNCHING FROM BOATS, CARS ON/NEAR THE BRIDGE, AT THE BASE OF THE BRIDGE. THIS DRONE FLEW UNDER THE BRIDGE.



****UNAUTHORIZED****

Above 400 ft. (Limit on Drone Altitude is 400ft by FAA. Tower was not aware of this operation. When I watched it on Facebook after it was posted I saw 2 Helicopters and a Cessna fly by. Location just east of Henderson Beach State Park.

Florida Drone Regulations

- MUST FOLLOW FAA REGULATIONS AT ALL TIMES.
- HB 1027//2017 ALLOWS LOCAL GOVERNMENTS TO ENACT DRONE ORDINANCES PERTAINING TO NUISANCES, VOYEURISM, HARASSMENT, RECKLESS ENDANGERMENT, PROPERTY DAMAGE, OR OTHER ILLEGAL ACTS.
- FLORIDA ADMINISTRATIVE CODE 51-4.003//2016 PROHIBITS DRONES ON STATE MANAGED LANDS INCLUDING STATE PARKS AND FORESTS EXCEPT WITH PERMISSION FROM DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.



Drone vs Plane, crash test

- DJI Phantom quadcopter drone and small plane wing



KITES

COVERED UNDER 14 CFR Part 101

101.13 OPERATING LIMITATIONS.

(a) Except as provided in paragraph (b) of this section, no person may operate a moored balloon or kite -

- (1) Less than 500 feet from the base of any cloud;
 - (2) More than 500 feet above the surface of the earth;
 - (3) From an area where the ground visibility is less than three miles; or
 - (4) Within five miles of the boundary of any airport.
- (b) Paragraph (a) of this section does not apply to the operation of a balloon or kite below the top of any structure and within 250 feet of it, if that shielded operation does not obscure any lighting on the structure.



The background features abstract, overlapping green geometric shapes in various shades of green, creating a modern, layered effect on the right side of the slide.

**WE NEED YOUR HELP TO GET THE WORD OUT
SHORT TERM RENTALS, CONDO ASSOCIATIONS,
ALL BEACH VISITORS**

**EXPLORE A LOCAL ORDINANCE TO GOVERN
THESE ITEMS WITHIN CITY LIMITS**



City of Destin

Proclamation

OVERDOSE AWARENESS DAY
AUGUST 31, 2020

WHEREAS, addiction is a disease and Overdose Awareness Day aims to raise awareness of overdose and reduce the stigma of substance use-related deaths; and

WHEREAS, Overdose Awareness Day is a global event that is held on August 31st of each year to remember those gone too soon from overdose deaths, and

WHEREAS, culture change happens in neighborhoods and local communities, and localities play a major role in assisting with the removal of the stigma of addiction and the normalization of recovery; and

WHEREAS, Overdose Awareness Day acknowledges the grief felt by families and friends who have been impacted by this disease; and

WHEREAS, this day provides an opportunity for people to publicly mourn for loved ones, some for the first time, without feeling guilt or shame; and

WHEREAS, this day seeks to send a strong message to current and former substance users that they are valued and supported; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Gary Jarvis, Mayor of Destin, Florida, on behalf of the City Council, do hereby proclaim August 31, 2020 as Overdose Awareness Day in the City of Destin and urge all citizens, governmental agencies, public and private institutions, businesses, hospitals and schools to cultivate a culture of caring and enhanced engagement around addiction and eliminate the stigma associated with addiction

SO, DONE THIS 17TH DAY OF AUGUST 2020
BY:

Gary Jarvis, Mayor

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney
Lisa Firth, Parks & Rec Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager**FROM:** Jeffrey Cozadd, Grants Manager**DATE:****SUBJECT:** Captain Royal Melvin Heritage Park - Covenant of Purpose Use and Ownership

I. BACKGROUND: The Covenant of Purpose, Use and Ownership document is document that is required for Restore projects. The document identifies the amount of federal financial assistance that is being provided, the amount of funding the subrecipient (City) is providing, the estimated useful life of the project, land use restrictions, and property use restrictions.

Once the County approved the selection of a contractor for this project they sent the city a Construction Review Checklist consisting of items that they would require before allowing construction on this project to begin. At this time all items have been provided with the exception of the Covenant of Purpose, Use and Ownership document. Once the Covenant of Purpose document is executed and recorded we can provide that to the County. The County will then forward the document to the treasury for review and approval. Once approved we will receive permission to proceed with executing a construction contract and then work may begin.

II. DISCUSSION: The Covenant of Purpose, Use and Ownership document is required by the County as a part of the Restore Act, it must be executed and recorded.

The Covenant of Purpose document identifies the estimated useful life of the park at 30 years. During that time the City holds its interest in the Property in trust to carry out the public purposes of the Project. The public purposes of the Project are the construction of a public park for the public to use and enjoy in a manner consistent with parks and amenities located at the Property and the City's maintenance, repair, improvement, and administration of the Property for the public's good.

A. **Link to Strategic Goals / Objectives:** 4A-4 Complete Restore Act protect: Captain Royal Melvin Heritage Park

B. **Effect on Budget (EOB):** Restore Grant funding through Okaloosa County has been secured in the amount of \$1,216,530.00 #31057331-565000. City Council has previously authorized the use of city park impact fee funds in the amount of \$33,470 as matching funding.

The city has some unspent funding available from multiple accounts that were used for design work related to Captain Royal Melvin Park, these totaled \$37,626. These funds will be applied to the construction phase of this project.

An additional \$48,006 was needed to completely satisfy the construction contract, council approved the use of park impact fees to be applied in this amount on June 15, 2020.

C. **Level of Service (LOS):** Level of service will be increased.

III. CONCLUSION: City Attorney Kyle Bauman has reviewed this document and added some clarifying language which the Department of Treasury approved. With both the approval from the city attorney and treasury we ask that this document be executed and recorded so that we can proceed with this project.

IV. RECOMMENDED MOTION: I move that we authorize the City Manager to execute the Covenant of Purpose document for the Captain Royal Melvin Heritage Park Project, then have the document recorded at the office of the Clerk of Court for Okaloosa County.

Attachments:

1. Covenant Document final

**OKALOOSA COUNTY
RESTORE ACT GRANT AWARD No. RDCGR180102-01-00
CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA
COVENANT OF PURPOSE, USE AND OWNERSHIP**

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this 17th day of August, 2020 (hereinafter referred to as the “Covenant”), by and between the City of Destin, a Florida municipal corporation of the State of Florida, whose address is 4200 Indian Bayou Trail, Destin, FL 32541 (hereinafter with its successors and assigns called “Subrecipient”); and the **Office of Gulf Coast Restoration, Department of the Treasury, United States of America**, whose address is 1500 Pennsylvania Avenue NW, Washington, DC 20020 (hereinafter with successors and assigns called “Treasury”).

RECITALS

WHEREAS, the Okaloosa County Board of County Commissioners (hereinafter called “Recipient”) submitted an application, designated as RESTORE Award No. 1 RDCGR180102-01-00, for financial assistance pursuant to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act; Subtitle F of Public Law 112-141) (hereinafter the “Act”);

WHEREAS, by offer of Award, dated November 26, 2019, Treasury offered to Recipient a financial assistance award in the amount of \$1,216,530.00 (hereinafter called “Award Amount”), 91% of the project cost for the Captain Royal Melvin Heritage Park and Plaza Project (hereinafter called “Project/Program”);

WHEREAS, said Project/Program included acquisition of and/or improving the real property described in Exhibit “A” attached hereto and incorporated herein (hereinafter with all improvements called “Property”);

WHEREAS, on December 26, 2019, Recipient accepted the offer of award (hereinafter called “Award Agreement”) subject to terms and conditions, pursuant to which Recipient covenanted and agreed to comply with the requirements of 31 CFR 34 and with Treasury’s RESTORE Act Standard Terms & Conditions, as applicable;

WHEREAS, on January 6, 2020, Subrecipient accepted from the Recipient the offer of a subaward in the amount of \$1,216,530.00 through Subaward Agreement No. 2020-R14 (hereinafter called Subaward Agreement), for 91%, based on a bid of \$1,335,689.00 accepted June 15, 2020, for the Project; subject to terms and conditions, pursuant to which Subrecipient covenanted and agreed to comply with the requirements of 31 CFR 34 and with Treasury’s RESTORE Act Standard Terms & Conditions, as applicable;

WHEREAS, Subrecipient agreed to provide \$119,159.00 as the Non-Federal Share of the total approved budget;

WHEREAS, Subrecipient as owner of all or part of the real property described in Exhibit “A,” attached hereto, agreed to record this Covenant in the appropriate office for the recording of public

records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the real property described in Exhibit "A;" and

WHEREAS, the Clerk of the Circuit Court in and for Okaloosa County, Florida located at 101 East James Lee Blvd., Crestview, Florida 32536 is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by Treasury through the Recipient and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both Treasury and by the Subrecipient, Subrecipient hereby covenants and agrees as follows:

1. The estimated useful life of the Project is 30 years from the date of project completion for the Project (hereinafter referred to as the "Estimated Useful Life"), a copy of which will be provided by the Subrecipient to Treasury. During the Estimated Useful Life of the Project, the Subrecipient holds its interest in the Property in trust to carry out the public purposes of the Project. The public purposes of the Project are the construction of a public park for the public to use and enjoy in a manner consistent with parks and amenities located at the Property and the Subrecipient's maintenance, repair, improvement, and administration of the Property for the public's good (hereinafter referred to as the "Project Purposes").
2. Subrecipient agrees that, for the Estimated Useful Life of the Project, the Subrecipient will not sell, transfer, lease, convey, encumber, or mortgage any interest in the Property without Treasury's prior written approval, and that Subrecipient shall not use the Property for purposes other than the Project Purposes without Treasury's prior written approval. Such approval may be conditioned, among other things, on Subrecipient's payment to Treasury of the Federal Interest in the Property, calculated as the percentage of the current fair market value of the Property attributable to the Treasury participation in the Project.
3. Subrecipient further covenants that, during the Estimated Useful Life of the Project, the Subrecipient will compensate the Federal Government for the Federal Interest in the Property in the event the Property is used by the Subrecipient for purposes other than Project Purposes, or is sold, leased, transferred, conveyed, encumbered, or mortgaged without the prior written approval of Treasury.
4. Subrecipient further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from Treasury through the Recipient, Subrecipient shall execute and place on record against the Property this Covenant and shall provide Treasury and Recipient with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require an opinion of counsel for the Subrecipient that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant, and that the Covenant has been properly recorded.
5. Subrecipient further agrees that whenever the Property is sold, leased, or otherwise conveyed, Subrecipient or the transferor shall add to the instrument of conveyance a covenant of purpose, use and ownership. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require an opinion of counsel for the Subrecipient that the covenant is valid and enforceable according to its terms and has been properly recorded.

6. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.
7. This Covenant shall run with the land for the Estimated Useful Life of the Project and upon expiration of the duration of the Estimated Useful Life of the Project this Covenant shall terminate automatically and without further action of the parties.
8. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award and Subaward Agreements and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award and Subaward Agreements shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Subrecipient has hereunto set his or her hand as of the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.

(The appropriate acknowledgment must be included for recording in Subrecipient's jurisdiction.)

SUBRECIPIENT: CITY OF DESTIN, FLORIDA

By: _____
Print Name: Lance Johnson
Title: City Manager

ATTEST:
By: _____
Print Name: Rey Bailey
Title: City Clerk

EXHIBIT A
Legal Description of Property

THE WESTERLY 68 FEET OF LOT 7-G, MORENO POINT MILITARY RESERVATION SURVEY OF LOTS IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 23 WEST, CITY OF DESTIN, AS RECODED IN DEED BOOK 25, PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN (#3724) ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 98 (100' R/W), MARKING THE NORTHWESTELY CORNER OF SAID LOT 7-G; THENCE SOUTH 80 DEGREES 33' 40" EAST (REFERENCE BEARING) ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 67.93 FEET TO AN IRON PIN (#0340); THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 09 DEGREES 20' 42" WEST, 448.16 FEET TO AN IRON PIN (NO#); THENCE CONTINUE SOUTH 09 DEGREES 20' 42" WEST, 45.12 FEET TO A POINT ON THE SOUTHERNMOST EDGE OF A WOOD BOARDWALK ALONG DESTIN HARBOR; THENCE NORTH 81 DEGREES 32' 49" WEST ALONG SAID BOARDWALK, 68.00 FEET; THENCE DEPARTING SAID DESTIN HARBOR, NORTH 09 DEGREES 21' 02" EAST, 15.58 FEET TO AN IRON PIN (#0340); THENCE CONTINUE NORTH 09 DEGREES 21' 02" EAST, A DISTANCE OF 478.86 FEET TO THE POINT OF BEGINING.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney**FROM:** Krystal Strickland, Finance Director**DATE:** August 7, 2020**SUBJECT:** Bond Counsel

I. BACKGROUND: The City has several major projects that may require tax-exempt and/or taxable financing in the near and long-term. It is prudent and common practice for municipalities to maintain a relationship with bond counsel to draft the necessary ordinance, resolutions, and other finance-related agreements in this highly specialized area of law.

II. DISCUSSION: Duane Draper of Bryant Miller Olive has served as Bond Counsel for the City of Destin on all of the City's current major finance agreements. Bryant Miller Olive is a highly respected firm within the State of Florida, and has many professionals who have specialized experience in the fields of municipal financing and tax exempt financing.

Staff and the City Attorney recommend confirming this relationship in a formal retainer agreement with Bryant Miller Olive. This will allow staff access to professionals to answer taxation and finance questions on an ongoing basis as the City navigates the financial markets and plans for major acquisitions of beach properties and seeks funding for major construction projects such as Utility Undergrounding and the Cross-Town Connector.

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

B. Effect on Budget (EOB): In alignment with industry standards, Bond Counsel is primarily paid a negotiated rate as part of the cost of issuance of debt agreements. Staff and the City Attorney will negotiate a reasonable rate as the City prepares to close on each debt instrument. Each executed debt

instrument will require council approval.

C. **Level of Service (LOS)**: Increased Level of Service

III. CONCLUSION: Staff recommend formalizing the relationship with Bryant Miller Olive as the City's Bond Counsel by signing an ongoing Retainer Agreement.

IV. RECOMMENDED MOTION: I move to direct the City Manager to sign the Retainer Agreement with Bryant Miller Olive to confirm this firm as the City's Bond Counsel.

Attachments:

1. City of Destin Bond Counsel Retainer Agreement - Bryant Miller Olive - clean

BOND COUNSEL RETAINER AGREEMENT

**By and Between
CITY OF DESTIN, FLORIDA
and
BRYANT MILLER OLIVE P.A.**

BOND COUNSEL RETAINER AGREEMENT

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BOND COUNSEL RETAINER AGREEMENT

THIS BOND COUNSEL RETAINER AGREEMENT (the "Retainer Agreement") is entered into by and between the City of Destin (the "City") and the law firm of Bryant Miller Olive P.A. ("Bryant Miller Olive" or the "Firm") as of the ____ day of _____, 2020.

WHEREAS, the Firm and its members have a local and statewide presence, have provided, and continue to provide bond counsel, disclosure counsel and special counsel services to local governments in Pinellas County and throughout Florida; and

WHEREAS, the City and the Firm desire to document and memorialize that the Firm shall be available to serve on an as needed basis as bond counsel, disclosure counsel, and/or special counsel to the City; and

WHEREAS, the City and Bryant Miller Olive desire to respectively receive and provide legal services specifically described herein pursuant to this Retainer Agreement.

NOW, THEREFORE, it is agreed as follows:

1. RETAINER AGREEMENT. This Retainer Agreement shall memorialize and supplant any prior agreements between the parties concerning the provision of bond counsel, disclosure counsel, and special counsel legal services.

2. BOND COUNSEL SERVICES.

(A) The Firm as bond counsel will, when requested by the City, perform the following services with respect to the issuance of bonds, notes or other obligations of the City, and matters relating thereto:

(1) review of proposed financing programs as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law, including United States Treasury regulations;

(2) advice as to structuring procedures, required approvals and filings, schedule of events for timely debt issuance, and other legal matters relative to such debt;

(3) attend meetings with City staff, general counsel and officials, the City financial advisor, the City's engineers, the underwriters and others as appropriate for development of the debt materials or dissemination of information in connection therewith;

(4) prepare resolutions and any amendments thereto in order to authorize the debt;

(5) prepare or review the trust indentures, loan agreements, escrow agreements, and any other agreements or similar documents necessary, related or incidental to any financing;

(6) assist the City Attorney in the preparation of all validation pleadings, including complaint, notice of service, proposed answer, memorandum of law, and proposed order and to be in attendance to assist with any validation proceeding;

(7) if sale is by competitive bid, assist in preparation of the bid comments, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner;

(8) review the transcripts of all proceedings in connection with the foregoing and indicate any necessary corrective action;

(9) prepare, obtain, deliver and file all closing papers necessary in connection with any debt, including, but not limited to, certified copies of all minutes, ordinances, resolutions, and orders; certificates such as officers, seal, incumbency, signature, no prior pledge; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys;

(10) review all disclosure documents prepared and authorized by the City, but only insofar as such documents describe the bonds and summarize the underlying documents; however, the Firm shall assume no responsibility for (a) the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data, or (b) for ensuring qualification of the bonds for sale under the "blue-sky" laws or jurisdiction; and

(11) subject to the completion of proceedings to the Firm's satisfaction, render a legal opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal income tax purposes.

(B) The Firm's duties as bond counsel in this engagement are limited to those expressly set forth herein do not include:

(1) assisting in the preparation or review of an official statement, if any, or any other disclosure document with respect to the bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

- (2) preparing requests for tax rulings from the Internal Revenue Service;
- (3) preparing blue sky or investment surveys with respect to the bonds;
- (4) drafting state constitutional or legislative amendments;
- (5) pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above;
- (6) making an investigation or expressing any view as to the creditworthiness of the City, any credit enhancement provider, or the bonds; or, providing services related to derivative financial products (e.g. 'swaps' and related documents or opinions);
- (7) assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;
- (8) representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations;
- (9) after closing, providing continuing advice to the City, the borrower or any other party concerning any actions necessary to assure that interest paid on the bonds will continue to be excludable from gross income for federal income tax purposes (e.g., the Firm's engagement does not include rebate calculations for the bonds);
- (10) provide bankruptcy legal services, review of post-closing investment contracts, or provide legal services in connection with interest rate swap agreements; or
- (11) addressing any other matter not specifically set forth above that is not required to render the Firm's bond opinion.

(C) For the services described above (other than routine validation procedures and related appeals), the City agrees that the Firm shall be compensated for bond counsel services, at the time the bonds or notes are issued, at a contingent fee to be negotiated based on facts and circumstances.

(D) The Firm's fee may vary: (1) if material changes in the structure or schedule of the financing occur; or (2) if unusual or unforeseen circumstances arise which require a significant increase in the Firm's time or responsibility; or (3) upon review of fees charged by counsel for comparable undertakings. If, at any time, the Firm believes that circumstances require an adjustment of the fee described above, the Firm will advise the City and seek an

adjustment based upon the relevant circumstances. Such adjustment will only be made by the City, in its sole discretion.

(E) It is understood and agreed by the parties that the City will reimburse the Firm for reasonable out-of-pocket expenses, as permitted by law, whether or not bonds or notes are ultimately issued, and including expenses relating to hourly rate services. Such reimbursement will be for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

3. DISCLOSURE COUNSEL SERVICES.

(A) The Firm, as disclosure counsel will, when requested by the City, perform the following services with respect to the issuance of bonds and matters relating thereto:

(1) prepare all disclosure documents at the request of the City; however, the Firm shall assume no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data;

(2) perform due diligence with regard to City financings;

(3) assist the City in the compliance with federal and state securities laws;

(4) subject to completion of proceedings to the Firm's satisfaction, render appropriate opinions to the City pertaining to disclosure as well as a reliance letter to the City's underwriters, if requested;

(5) prepare the Continuing Disclosure Certificate in order to assist the underwriters in complying with the continuing disclosure requirements of Rule 15c2-12 or its successor in function;

(6) prepare the City's declaration of official intent, if any, to reimburse project costs paid by the City prior to the issuance of the bonds; and

(7) prepare the bond purchase agreement on behalf of the City, if required.

(B) The Firm's opinions will be based on facts and law existing as of its date. In rendering an opinion, the Firm will rely on the certified proceedings and other certifications of public officials, officers of the City and other persons furnished to the Firm without undertaking to verify the same by independent investigation, and the Firm will assume continuing compliance by the City with applicable laws relating to the bonds. The Firm will rely on the City to provide complete and timely information on all developments pertaining to any aspect of the bonds, the use of proceeds of the bonds, and the security for the bonds.

(C) The Firm, as disclosure counsel will not perform the following services with respect to the issuance of bonds and matters relating thereto:

- (1) traditional bond counsel services;
- (2) preparation of blue sky or investment surveys with respect to the bonds;
- (3) investigation or expression of any view as to the creditworthiness of the City, any credit enhancement provider, or the bonds; or, providing services related to derivative financial products (e.g. 'swaps' and related documents or opinions);
- (4) representation of the City in Securities and Exchange Commission investigations.

(D) For the services described above (other than routine validation procedures and related appeals), the City agrees that the Firm shall be compensated for disclosure counsel services, at the time the bonds or notes are issued and delivered, at a contingent fee to be negotiated based on facts and circumstances..

(E) The Firm's fee may vary: (1) if material changes in the structure or schedule of the financing occur; or (2) if unusual or unforeseen circumstances arise which require a significant increase in the Firm's time or responsibility; or (3) upon review of fees charged by counsel for comparable undertakings. If, at any time, the Firm believes that circumstances require an adjustment of the fee described above, the Firm will advise the City and seek an adjustment based upon the relevant circumstances. Such adjustment will only be made by the City, in its sole discretion.

(F) It is understood and agreed by the parties that the City will reimburse the Firm for reasonable out-of-pocket expenses, as permitted by law, whether or not bonds or notes are ultimately issued, and including expenses relating to hourly rate services. Such reimbursement will be for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

(G) When requested, the Firm will also prepare or review secondary market submissions at the hourly rates described in Section 4(B) hereof.

4. SPECIAL COUNSEL SERVICES.

(A) Bryant Miller Olive shall also be available to provide legal services as special counsel to the City for matters unrelated to the specific issuance of new debt as a complement and supplement to the services generally provided by the City Attorney. Special counsel legal services and assistance outside the scope of City Attorney's services, only when necessary and as specifically authorized, may be provided on an hourly or negotiated fee basis by separate

work orders as provided herein, for the provision of other legal services of a specialized nature which the Firm may possess and are desired and specifically requested by the City.

(B) The provision of special counsel legal services shall be conditioned upon a scope of services and fee structure as directed or authorized by the City Manager or Finance Director and the City Attorney, and shall be set forth in a written work order in a form approved by the City Manager or Finance Director and the City Attorney.

(C) Bryant Miller Olive will be compensated for special counsel legal services at the Firm's most recent discounted hourly rates for local government clients or at negotiated fees based upon the skills, experience, or expertise of the attorneys involved and agreed to by the Firm through specific written work orders or as otherwise approved by the City Manager or Finance Director and the City Attorney.

(D) The Firm shall also be entitled to receive reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

5. DISCLOSURE. The Firm has disclosed to the City that it currently serves as bond counsel, disclosure counsel or special counsel for Pinellas County, Florida and other local governments therein and that it has, and may in the future, serve as bond counsel, disclosure counsel, special counsel, or general counsel to other local governments therein or otherwise act as underwriter's counsel on public finance matters in Florida. From time to time, the Firm may represent the firms which may underwrite the City's bonds (and other financial institutions hired by the City) on financings for other local governments as well as other local governments in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and the Firm can effectively represent the City and the discharge of the Firm's professional responsibilities to the City will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the City expressly consents to such other representations consistent with the circumstances herein described. Accordingly, the City acknowledges and agrees that the Firm's role as bond counsel, disclosure counsel, or underwriter's counsel to any local governmental entity or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or underwriter's counsel to other Firm clients will not per se be construed as a conflict or be objectionable to the City.

6. CONTRACT ADMINISTRATION.

(A) For ease and convenience of administration, the City hereby also designates its City Manager or Finance Director and the City Attorney to provide policy direction and

instructions to the Firm in the administration of its duties hereunder, approving and authorizing work orders, when required, and all other matters necessary to administer this Retainer Agreement on behalf of the City.

(B) The Firm shall be entitled to reasonably rely upon direction received from the City Manager or Finance Director and the City Attorney.

7. GENERAL.

(A) This Retainer Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue for any litigation or arbitration for any and all claims, controversies, or disputes arising out of or relating to any party of this contract, or any breach hereof, shall be exclusively in the Circuit Courts of Okaloosa County, Florida, and nowhere else. In the case of litigation of such disputes, the prevailing party shall be entitled to recover attorney fees and costs from the other party. This Retainer Agreement may be amended only by a written agreement entered into by the parties.

(B) **JURY TRIAL WAIVER. THE PARTIES AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY AND THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY THAT THEY MAY HAVE IN REGARD TO THIS AGREEMENT AND ANY COURSE OF DEALING BETWEEN THEM.**

(C) **PUBLIC RECORDS.** If the Firm has questions regarding the application of Chapter 119, Florida Statutes, to the Firm's duty to provide public records relating to this contract, the Firm must contact the Custodian of Public Records at (850) 837-4242, City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

The Firm must comply with the public records laws, Chapter 119, Florida Statutes. Specifically, the Firm must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the City.

- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Firm or keep and maintain public records required by the City to perform the service. If the Firm transfers all public records to the City upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(D) This Retainer Agreement may be terminated with or without cause by the City or by Bryant Miller Olive at any time upon ninety (90) days written notice. In the event of termination, the Firm shall assume responsibility for completion of and shall be compensated for all representation requested prior to the notice of termination. Provided however, the City may terminate this Retainer Agreement for breach by the Firm with such notice as may be reasonable under the circumstances. In the event of termination, with or without cause, the Firm shall be compensated in accordance herewith for approved time and expenses expended prior to the date of termination.

(E) This Agreement will be effective for a term of three (3) years from its date of execution and will be automatically extended without any action required for successive one year renewals following the initial three (3) year period unless terminated by either the City or the Firm pursuant to subsection (B) of this Section.

(F) This Retainer Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

(G) This Retainer Agreement shall be effective on the date first written above.

IN WITNESS WHEREOF, the City of Destin, Florida and Bryant Miller Olive have caused this Bond Counsel Retainer Agreement to be executed as of the dates below and effective as of the day first above written.

CITY OF DESTIN, FLORIDA

By:_____

Name: Gary Jarvis

Title: Mayor

Date:_____

Attest:

By:_____

Name: Rey Bailey

Title: City Clerk

BRYANT MILLER OLIVE P.A.

By:_____

Name: Duane D. Draper

Title: Shareholder and Authorized Signatory

Date:_____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020

TYPE OF AGENDA ITEM: Resolution

TO: City Council

THRU: Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: 07/30/2020

SUBJECT: Resolution 20-16 Reimbursement Intent

I. BACKGROUND: Acquisition of certain beach properties was confirmed at the August 3, 2020 Regular City Council meeting, and funding assistance was confirmed by the Okaloosa County Board of County Commissioners at their regular meeting on August 4, 2020.

The primary funding source for these acquisitions is the city's share of the Okaloosa 1/2 Penny Local Discretionary Surtax that will be collected over a 10 year period beginning January 2019.

The resolution will allow the City to reimburse itself for expenditures made prior to the issuance of any debt. It does not obligate the City to borrow any money.

II. DISCUSSION: At the Regular Council Meeting of February 18, 2020, Council made a motion to earmark up to \$9 million (75% of the estimated \$12 million) of Okaloosa 1/2 Penny Local Discretionary Infrastructure Surtax to improve public access to beaches. This reimbursement intent resolution is set at a maximum of \$9 million.

Time is needed to attain the best possible rates, and debt agreements might not be in place on the proposed closing dates for the properties. A reimbursement intent resolution will allow the City to front cash to secure the properties with the understanding the General Fund will be reimbursed with a tax-exempt debt issuance as soon as reasonable. This allows the General Fund to temporarily use cash that has otherwise been set aside for operating and capital purposes.

Any beach access capital expenditures happening within 60 days after the adoption of this resolution will be eligible to be replaced with debt funding. Tax-exempt debt taken to reimburse the General Fund will have a repayment schedule that aligns with the anticipated collections of the Okaloosa 1/2 Penny Surtax. This resolution does require or obligate the City to borrow any funds.

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

Council Priority #1: Beach Acquisition

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

C. **Level of Service (LOS):** Improves financially sound objectives.

III. **CONCLUSION:** Staff recommend approving the reimbursement intent resolution to keep the broadest array of options open to the City regarding timing of financing beach access capital expenditures.

IV. **RECOMMENDED MOTION:** I move to approve and adopt Resolution 20-16 to establish intent to reimburse certain expenditures in connection with certain capital improvement projects with proceeds of a future taxable or tax-exempt financing or financings.

Attachments:

1. Resolution 20-16 -- Reimbursement Resolution

RESOLUTION NO. 20-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN EXPENDITURES IN CONNECTION WITH A CAPITAL IMPROVEMENT PROJECT AS MORE PARTICULARLY DESCRIBED HEREIN, INCURRED WITH PROCEEDS OF A FUTURE TAXABLE OR TAX-EXEMPT FINANCING OR FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Destin, Florida (the "Issuer") has determined that the need exists to incur debt in order to finance the costs of all or a portion of a capital improvement project consisting primarily of the acquisition of certain land for the purpose of providing public access to beaches located within the Issuer (collectively, the "Project");

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

SECTION 1. AUTHORITY.

1. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer and other applicable provisions of law.

SECTION 2. DECLARATION OF INTENT.

2. The Issuer hereby expresses its intent to be reimbursed from proceeds of a future taxable or tax-exempt financing or financings for capital expenditures to be paid by the Issuer in connection with the Project. Pending reimbursement, the Issuer expects to use legally available funds to pay such costs including but not limited to capital expenditures and other costs associated with the Project. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed \$9,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred, in one or more financings, to finance the costs of all or a portion of the Project.

SECTION 3. SEVERABILITY.

3. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision contained herein.

SECTION 4. EFFECTIVE DATE; REPEALER.

4. This Resolution shall be effective immediately upon its adoption. This Resolution supersedes all prior actions of the City Council inconsistent herewith. All resolutions or portions thereof in

conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

ADOPTED: August 17, 2020

BY: _____
Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

KYLE S. BAUMAN, ESQ.
CITY ATTORNEY

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager**FROM:** Krystal Strickland, Finance Director**DATE:** August 12, 2020**SUBJECT:** Tentative Financing Plans - Beach Acquisition and Callable Debt

I. BACKGROUND: Staff is currently working closely with the City's Financial Advisor to plan financing for the upcoming beach acquisitions. While reviewing the City's current debt in preparation for beach acquisitions, it has been noted that we have one financing agreement that is currently callable and we may be able to refinance it at lower rate.

II. DISCUSSION: At the August 3, 2020 Regular Council Meeting, staff presented the initial plans to purchase three beachfront properties adjacent to a City beach access point in the Crystal Beach area. The closing of all three transactions still requires substantial due diligence and work by City staff, the City's attorneys, and the City's partners in the transactions. This work continues as fast as circumstances allow.

The City expects to close on the first property (located West of the City's existing Crystal Shores beachfront parcel) in October 2020. This first closing will require approximately \$1.3 million of City funds. The closings for the two properties located East of the City's existing Crystal Shores beachfront parcel are more fluid, but would likely close closer to the end of this year or early next year. Closing these two transaction will require approximately \$3 million of City funds upon closing.

The Public Works and Safety Committee/Infrastructure Surtax Advisory Committee acts as a steward for the Okaloosa 1/2 Penny Local Discretionary Infrastructure Surtax revenues spent in the City. At its August 11, 2020 meeting,

this Committee moved to recommend to Council that the City utilize of Okaloosa 1/2 Penny Surtax revenues for the purchase of these properties.

Finance continues exploring possibilities to ensure the financial portions of the transactions utilize the most efficient and cost effective mechanisms possible. Finance intends to issue a Request for Proposals (RFP) for a Bank Loan to reimburse the General Fund for its initial capital outlays at the closings, to be repaid over approximately 10 years to match the term of the 1/2 Penny Surtax revenues. To be clear, given the current wariness of banks to accept pledges of certain sales tax revenues as security, the final finance instrument might instead be secured with more broad verbiage of the City's promise to budget and appropriate. Despite potential generalities in the ultimate finance agreement, the City does intend to use the 1/2 Penny Surtax as the first and primary source for the debt service payments.

In this same RFP, Finance would also seek to refinance the 2015A Regions Bank Loan in the amount of approximately \$4 million which currently has a rate of 2.71%, maturing in November 2029, which is the same general time-frame the financing of the beach properties would also potentially mature.

Finance is considering two options:

Option 1: Issue an RFP in September for approximately \$5.3 million, comprised of approximately \$1.3 million for the first beach acquisition plus \$4 million to refinance the 2015A loan, aiming to close in October. Issue a second RFP in January for an additional approximate \$3 million to close in February 2021 to reimburse the General Fund for the second two beach property acquisitions.

Option 2: Issue one RFP in January for approximately \$8.3 million to cover all three beach acquisitions (approximately \$4.3 million) and to refinance the Regions 2015A loan (approximately \$4 million).

The positive side of Option 1 is to capitalize upon the current low 10-year rates, hereby reducing several months risk when interest rates could change. In addition, November - January is the time of the year when a municipality's cash reserves are at their lowest, at the end of hurricane season, the height of construction season, and just before annual ad valorem distributions are received. A negative side to Option 1 is that cost of issuance expenses can be higher (paying for two loan closings rather than one).

The process must be carefully planned as timing is critical. Ideally, the loan closing dates will be close to the property closing dates. An additional timing factor is that Chapter 3.12 of the Municipal Charter require that an ordinance be

used to authorize borrowings and must be read at two meetings. The City may find that the currently low rates are not low enough to realize a high enough gain to cover the cost of refinancing, in which case the City would not refinance.

- A. **Link to Strategic Goals / Objectives:** Goal #1: Financially sound city providing service excellence
- B. **Effect on Budget (EOB):** No effect.
- C. **Level of Service (LOS):** Improved financial stability.

III. **CONCLUSION:** This item is informational only. The Finance Department will continue to work the the City's Financial Advisor to calculate the best options, and will bring one for Council Approval to the next regular scheduled council meeting, September 8, 2020.

IV. **RECOMMENDED MOTION:** No motion recommended at this time.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** Action Item

TO: City Council**THRU:** Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney**FROM:** Joe Bodi, Engineering Asst. II**DATE:** 08/12/2020**SUBJECT:** Storm Water Master Plan Update

I. BACKGROUND: Stormwater Master Plans are one of the key policy tools in the land development process. The primary function of Stormwater Master Plans is to act as a long-range planning tool focusing on existing and future developments and projects. The goal of Stormwater Master Plans for cities is to provide criteria for prioritization of Capital Improvement Projects associated with stormwater management and flood control.

Stormwater Masterplan documents typically consist of the following:

- **Water quantity assessments**
- **Evaluations of existing water sheds**
- **Water quality assessments**
- **Evaluation of major discharge points for stormwater runoff**
- **Assessment of existing stormwater and drainage facilities**

II. DISCUSSION: The last City of Destin Stormwater Master Plan was prepared by Jones, Edmunds and Associates, Inc. in May 2004. As such, there is an urgent need to update this sixteen (16) year old plan.

The 2004 Stormwater Master Plan focused on water quantity projects which included 18 priority project areas for evaluation and corrective action. Of that list, 16 projects were completed. One project was re-evaluated - Destiny (Four Prongs) Lake and carried forward in the proposed plan update, the other is still under re-evaluation.

The following is a list of the projects from the 2004 Stormwater Master Plan:

Project Name	Project Description	Project Status	
Bay Court Subdivision	Wetland and outfall improvements	Completed	✓
Highway 98 West (Fishing Fleet)	Hydrodynamic Separator	Completed	✓
Indian Bayou Trail and Two Trees Road	Pond Expansion	Completed	✓
Destin / FWB Airport	Culvert and Exfiltration installation	Completed (County)	✓
Sandalwood Drive	Swales and Exfiltration	Completed	✓
Duned of Destin Lake (Gulf Shore Dr.)	Culvert installation	Completed	✓
4th Street and Beach Drive	Swales and Hydrodynamic Separator	Completed	✓
Legion Drive	Swale construction	Completed	✓
Indian Woods Subdivision	Culvert modifications	Incomplete	
Calhoun Avenue	Swale construction to existing culvert	Completed	✓
Spring Street and Whippoorwill Ave.	Swales and Hydrodynamic Separator	Completed	✓
Forest Street and Stahlman Ave.	Swale construction and pond	Completed	✓
Industrial Area / Legion Dr. / Seagull Ln.	Swale construction and connection	Completed	✓
Kelly Street east of Main Street	Construction of Swales and Culverts	Completed	✓
Mountain Drive	Swale construction and connection	Completed	✓
Maltezos Street	Swale construction and connection	Completed	✓
Juanita Ave. and Snapper Drive	Swales and Hydrodynamic Separator	Completed	✓
Tuscany / Emerald Heights / Destin NE	Extensive construction of swales	Incomplete	

The proposed Stormwater Master Plan Update will focus on the following areas:

- **Evaluation of drainage basins and watersheds.**
- **Mapping of flood plain areas based upon latest LiDAR elevation data and updated FEMA mapping.**
- **Establishing an updated list of proposed projects and mitigation strategies for the City.**
- **Evaluation of proposed improvement projects as outlined by City Staff.**
- **Recommended land regulation code revisions associated with land development and flood control to ensure consistency between the Comprehensive Plan and Land Development Code.**

A. Link to Strategic Goals / Objectives: 2. B. Implement a stormwater management plan that maintains water quality in support of our fishing and tourism industries. – **2.B.1.** Update Stormwater Masterplan and recommend

funding mechanism.

B. Effect on Budget (EOB): This project is a current Capital Improvement Project (CIP) SW53 for FY 2017/18. We completed Phase I in FY17 at a cost of \$75,000. The funds required for Phase II are \$62,150 and are currently in the FY18 budget.

C. Level of Service (LOS): The level of service for the City's Stormwater Management System and the NPDES permit will increase.

III. CONCLUSION: A Stormwater Master Plan with periodic updates is an essential tool for:

- 1. The City to identify flood prone areas**
- 2. To assist in eliminating pollution discharge into our waterways**
- 3. To comply with our NPDES permit**
- 4. To enhance our ability to obtain grants for construction projects that improve the water quality in our bays and estuaries**

IV. RECOMMENDED MOTION: I move that City Council authorizes the City Manager to finalize the Stormwater Master Plan Update with Jenkins Engineering Inc. and be brought forward to the LPA and City Council for approval, adoption and implementation.

Attachments:

1. Stormwater Masterplan Update PP
8.11.20

Stormwater Masterplan Update



PURPOSE AND BACKGROUND

- **The primary function of a Stormwater Master Plan is to act as a long-range planning tool considering existing and future developments and projects within the City of Destin.**
- **Masterplan documents typically consist of:**
 - **Water quantity assessments – Evaluations of existing water sheds**
 - **Water quality assessments – Evaluation of major discharge points for stormwater runoff**
 - **Assessment of existing stormwater and drainage facilities**
 - **Criteria of prioritization of capital improvement projects associated with the stormwater management and flood control**
 - **Proposed capital improvement projects**
 - **Suggested revisions to land regulation codes associated with stormwater management and flood control**
- **Original Stormwater Master Plan was finalized in May of 2004 by Jones, Edmunds and Associates, Inc.**

PRIORITY PROJECTS OF THE 2004 STORMWATER MASTER PLAN

- The original Master Plan included 18 priority project areas for evaluation and corrective action.

Project Name	Project Description	Project Status	
Bay Court Subdivision	Wetland and outfall improvements	Completed	✓
Highway 98 West (Fishing Fleet)	Hydrodynamic Separator	Completed	✓
Indian Bayou Trail and Two Trees Road	Pond Expansion	Completed	✓
Destin / FWB Airport	Culvert and Exfiltration installation	Completed (County)	✓
Sandalwood Drive	Swales and Exfiltration	Completed	✓
Duned of Destin Lake (Gulf Shore Dr.)	Culvert installation	Completed	✓
4th Street and Beach Drive	Swales and Hydrodynamic Separator	Completed	✓
Legion Drive	Swale construction	Completed	✓
Indian Woods Subdivision	Culvert modifications	Incomplete	
Calhoun Avenue	Swale construction to existing culvert	Completed	✓
Spring Street and Whipoorwill Ave.	Swales and Hydrodynamic Separator	Completed	✓
Forest Street and Stahlman Ave.	Swale construction and pond	Completed	✓
Industrial Area / Legion Dr. / Seagull Ln.	Swale construction and connection	Completed	✓
Kelly Street east of Main Street	Construction of Swales and Culverts	Completed	✓
Mountain Drive	Swale construction and connection	Completed	✓
Maltezos Street	Swale construction and connection	Completed	✓
Juanita Ave. and Snapper Drive	Swales and Hydrodynamic Separator	Completed	✓
Tuscany / Emerald Heights / Destin NE	Extensive construction of swales	Incomplete	

City of Destin Drainage Basin Map



DELINEATED SUBBASINS
— SUBCATCHMENTS
— DESTIN CITY LIMITS



0 2250'
HORIZONTAL SCALE: 1" = 2250'

FIGURE 1-1
DELINEATED SUBBASINS

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.

1024 AIRPORT ROAD, SUITE 100
DESTIN, FLORIDA 32541
PHONE (904) 837-3448
FAX (904) 837-3495

121 HART STREET
NICOTVILLE, FLORIDA 32870
PHONE (800) 875-8141
FAX (800) 703-2465

JEICIVIL.COM
C.O.A. NO. 9927



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PROPOSED AREAS OF FOCUS FOR STORMWATER MASTER PLAN UPDATE



Stormwater masterplan update consists of evaluation of drainage basins and watersheds



Mapping of flood plain areas based upon latest LiDAR elevation data and updated FEMA mapping



Establishing an updated list of proposed projects and mitigation strategies for the City



Evaluation of proposed improvement projects as outlined by City staff



Suggested land regulation code revisions associated with land development and flood control. Consistency between the Comprehensive Plan and Land Development Code will be one primary focus. (Example is inconsistency between design storm requirement between the Comprehensive Plan and Land Development Code-100-year design criteria vs. 25-year design criteria.)

MAP OF PROPOSED AREAS OF FOCUS



1. Burning Tree Court
2. Cross Street
3. Diamond Lakes
4. First and Second Street
5. Four Prong Lake
6. Heritage Run Ditch
7. Quail Run
8. Reddin Brunson
9. Trista Terrace Court
10. Zerbe Street
11. Swale Reconstruction – City Wide

DELINEATED SUBBASINS
— SUBCATCHMENTS
— DESTIN CITY LIMITS



HORIZONTAL SCALE 1" = 250'

FIGURE 1-1
DELINEATED SUBBASINS

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.

1000 AIRPORT ROAD, SUITE 100
DESTIN, FLORIDA 32541
PHONE 904.837.2400
FAX 904.837.2400

101 HART STREET
MIRALLES, FLORIDA 32519
PHONE 904.837.2400
FAX 904.837.2400

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Burning Tree Drive



LOCATION OF ALTERNATIVE: BURNING TREE DRIVE

KNOWN ISSUES/CONCERNS: NUISANCE FLOODING ALONG ROADWAY AND YARD AREAS.

DESCRIPTION OF ALTERNATIVE: INSTALL CONVEYANCE IMPROVEMENTS CONSISTING OF INLETS AND PIPING ALONG BURNING TREE DRIVE. OBTAIN DRAINAGE EASEMENT TO CONNECT CONVEYANCE TO BAYOU AREA LOCATED EAST OF SITE.

APPROXIMATE COST (2018 DOLLARS): \$174,000

LEGEND

- PROPOSED CULVERT
- PROPOSED SWALE
- RETENTION



HORIZONTAL SCALE: 1" = 100'

FIGURE 6-1
BURNING TREE DRIVE

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.

1224 AIRPORT ROAD, SUITE 100
DESTER, FLORIDA 32521
PHONE: (904) 251-1111
FAX: (904) 251-1111

121 HART STREET
DESTER, FLORIDA 32521
PHONE: (904) 251-1111
FAX: (904) 251-1111



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C.O.A. NO. 9927

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Cross Street



LOCATION OF ALTERNATIVE: CROSS STREET AND CALHOUN AVENUE

KNOWN ISSUES/CONCERNS: ROADWAY FLOODING AT INTERSECTION OF CROSS STREET AND CALHOUN AVENUE. LACK OF DISCHARGE TO BAYOU AREA / RECEIVING WATER BODY.

DESCRIPTION OF ALTERNATIVE: INSTALL THREE DITCH BOTTOM INLETS AND SWALES ALONG THE ROADWAY SHOULDER. INSTALL ONE 28" RCP CULVERT TO DISCHARGE TO BAYOU/RECEIVING WATER BODY.

APPROXIMATE COST (2018 DOLLARS): \$66,800

LEGEND

- PROPOSED CULVERT
- PROPOSED SWALE
- RETENTION



0 100 200
HORIZONTAL SCALE: 1" = 200'

FIGURE 6-2
CROSS STREET

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.
1000 AIRPORT ROAD, SUITE 100
DESTIN, FLORIDA 32541
PHONE: 904-837-2400
FAX: 904-837-2400

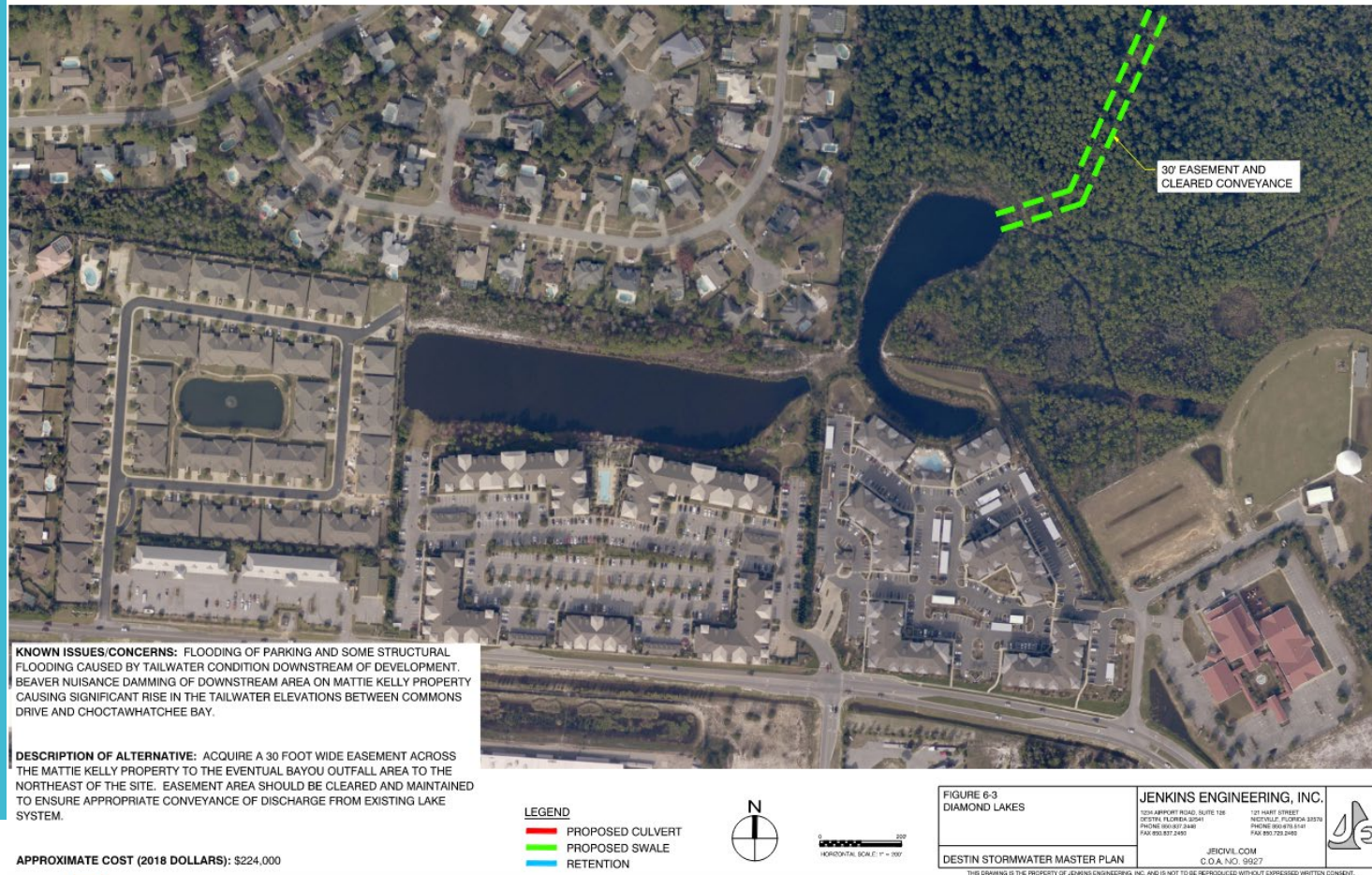
121 HAWK STREET
DESTIN, FLORIDA 32536
PHONE: 904-837-5147
FAX: 904-837-5147



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Diamond Lakes



First and Second Street



LEGEND
[Red line] PROPOSED CULVERT
[Green line] PROPOSED SWALE
[Blue line] RETENTION



200'
HORIZONTAL SCALE: 1" = 100'

FIGURE 6-4
FIRST AND SECOND STREET

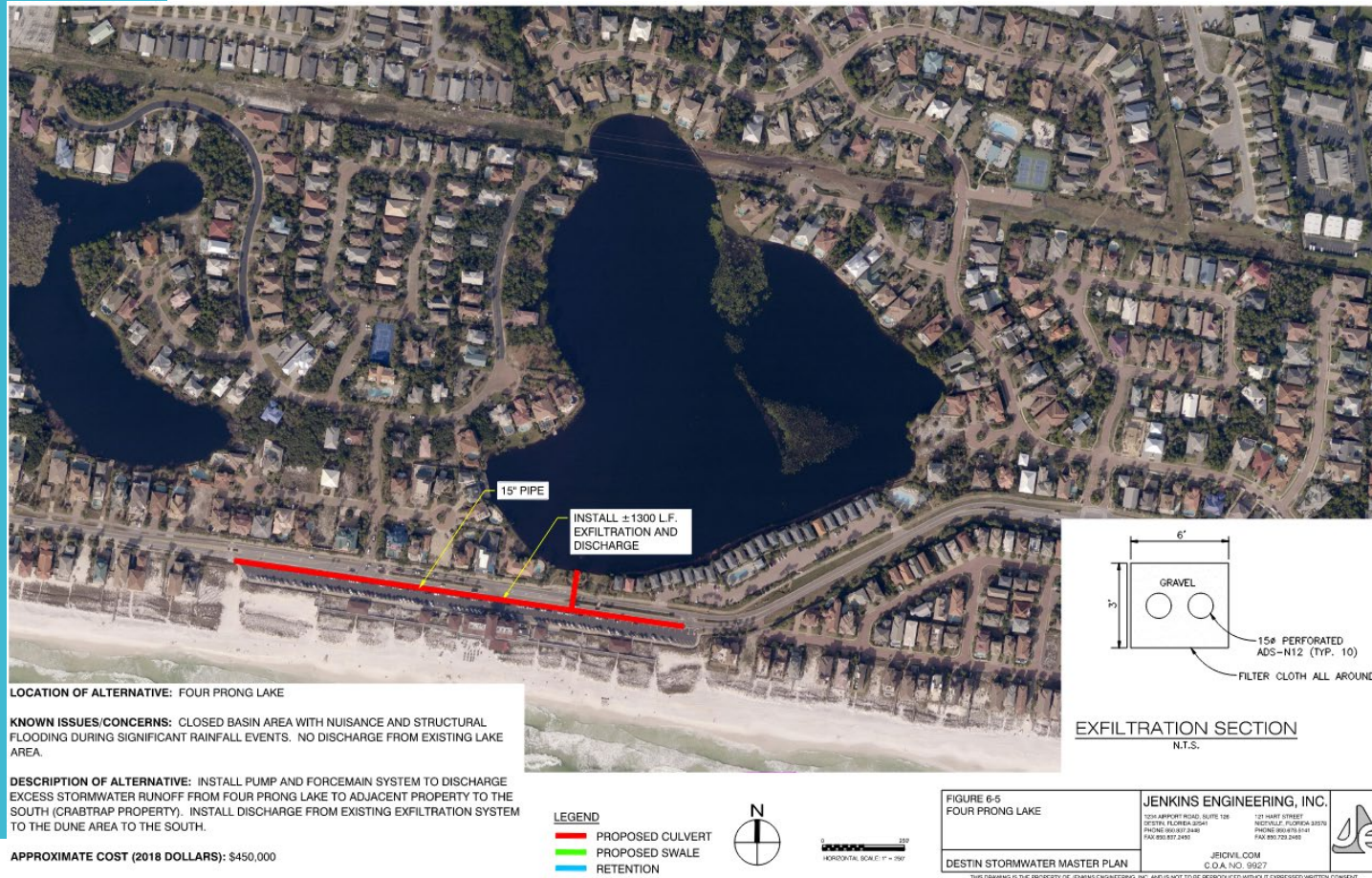
DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.
1000 AIRPORT ROAD, SUITE 100
DESTIN, FLORIDA 32841
PHONE: 904.337.2400
FAX: 904.337.2400
JECIVIL.COM
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Four Prong Lake



Heritage Run Ditch



LOCATION OF ALTERNATIVE: HERITAGE RUN DITCH

KNOWN ISSUES/CONCERNS: NUISANCE WET DITCH AREA WITH EROSION AND SEDIMENTATION ISSUES.

DESCRIPTION OF ALTERNATIVE: RE-GRADE AND SHAPE DITCH AREA WITH A SHALLOWER DITCH BOTTOM. CONSTRUCT WOODEN WALKWAY OVER CONVEYANCE CHANNEL TOP.

APPROXIMATE COST (2018 DOLLARS): \$75,000

LEGEND

- PROPOSED CULVERT
- PROPOSED SWALE
- RETENTION



HORIZONTAL SCALE: 1" = 200'

FIGURE 6-6
HERITAGE RUN DITCH

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.

1000 AIRPORT ROAD, SUITE 100
DESTIN, FLORIDA 32841
PHONE: (904) 837-2441
FAX: (904) 837-2442

JENKINS.COM
C.O.A. NO. 9927



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Quail Run



LOCATION OF ALTERNATIVE: QUAIL RUN

KNOWN ISSUES/CONCERNS: FLOODING AT SOUTH END OF DEVELOPMENT DURING SIGNIFICANT RAIN EVENTS. ADJACENT DEVELOPMENTS HAVE CREATED A CLOSED BASIN SITUATION.

DESCRIPTION OF ALTERNATIVE: INSTALL A PERMANENT PIPE CONNECTION BETWEEN THE EXISTING RETENTION AREA AND THE POWER LINE EASEMENT TO THE SOUTH OF THE PROPERTY. IMPROVE CONVEYANCE FROM POWER LINE EASEMENT TO QUAL LAKE.

APPROXIMATE COST (2018 DOLLARS): \$85,000

LEGEND

- PROPOSED CULVERT
- PROPOSED SWALE
- RETENTION



0 50' 100'
HORIZONTAL SCALE: 1" = 100'

FIGURE 6-7
QUAIL RUN

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.
1024 AIRPORT ROAD, SUITE 108
DESTIN, FLORIDA 32541
PHONE: 904.837.2485
FAX: 904.837.2485

121 HART STREET
NIGHTVILLE, FLORIDA 32578
PHONE: 904.870.5145
FAX: 904.720.2485



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C.O.A.#10-39527

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Reddin Brunson



LOCATION OF ALTERNATIVE: REDDIN BRUNSON ROAD

KNOWN ISSUES/CONCERNS: FLOODING ALONG ROADWAY AND ADJACENT ROADWAYS DUE TO LACK OF ROADSIDE SWALES AND CONVEYANCE.

DESCRIPTION OF ALTERNATIVE: POTENTIAL PURCHASE OF ADJACENT PROPERTY FOR CONSTRUCTION OF DETENTION POND AREA.

APPROXIMATE COST (2018 DOLLARS): \$450,000

LEGEND

- PROPOSED CULVERT
- PROPOSED SWALE
- RETENTION



HORIZONTAL SCALE: 1" = 100'

FIGURE 6-8
REDDIN BRUNSON ROAD

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.
1254 AIRPORT ROAD, SUITE 100
DESTIN, FLORIDA 32541
PHONE (904) 837-2448
FAX (904) 837-2445

JENKINS.COM
C.O.A. NO. 5927



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Trista Terrace Court



Zerbe Street



LOCATION OF ALTERNATIVE: ZERBE STREET

KNOWN ISSUES/CONCERNS: EROSION AND FLOODING ISSUES AT THE INTERSECTION OF ZERBE STREET AND SIBERT AVE.

DESCRIPTION OF ALTERNATIVE: INSTALL DRAINAGE CONVEYANCE SYSTEM AND INLINE EXFILTRATION ALONG ROADWAY AREA TO COLLECT AND TREAT STORMWATER RUNOFF.

APPROXIMATE COST (2018 DOLLARS): \$640,000

LEGEND

- PROPOSED CULVERT
- PROPOSED SWALE
- RETENTION



HORIZONTAL SCALE: 1" = 100'

FIGURE 6-10
ZERBE STREET

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.
1014 AIRPORT ROAD, SUITE 108
DESTIN, FLORIDA 32541
PHONE 904.857.2445
FAX 904.857.2445

JENKINS.COM
C.O.A. NO. 00027

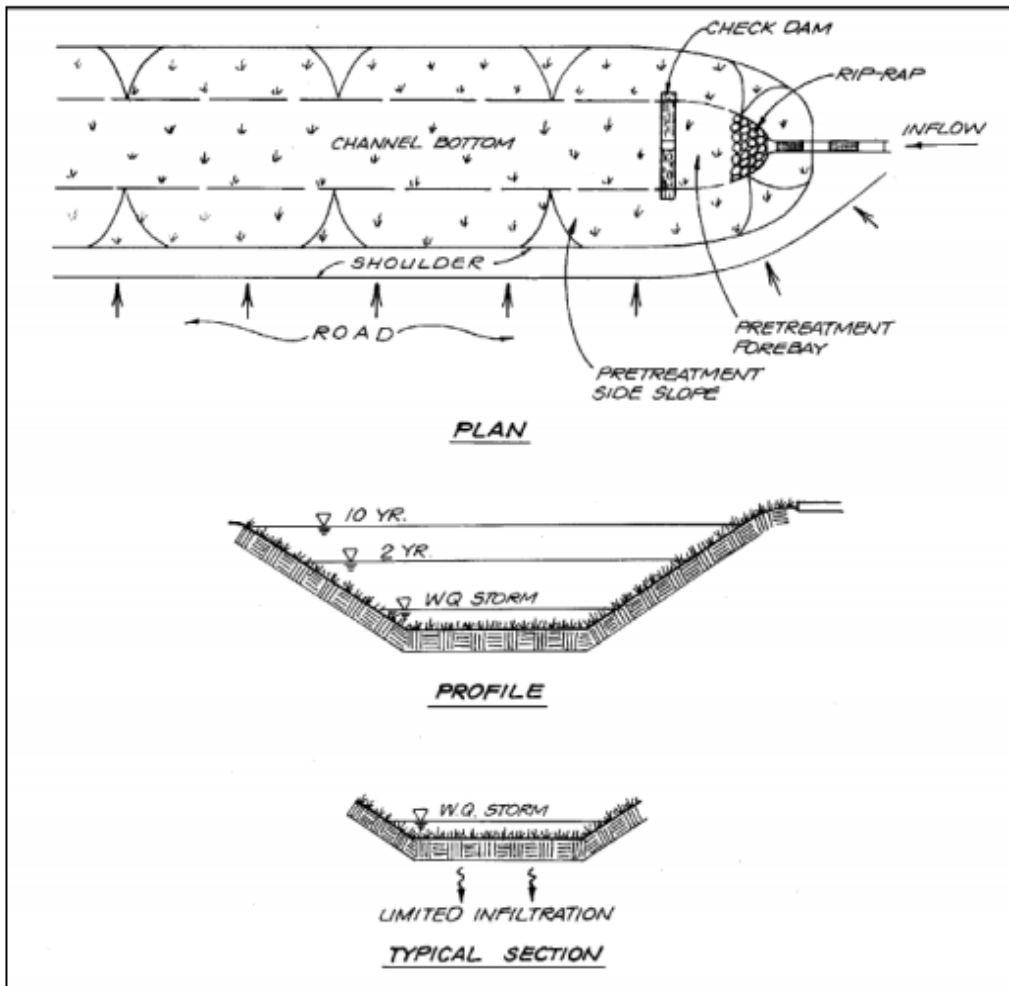


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City Wide Swale Reconstruction

City wide swale reconstruction should include the following:

- Reconstruction and stabilization of existing swales and ditch areas.
- Limiting impervious areas within right of ways.
- Improving conveyance across access connections such as replacement or size analysis of culvert pipes.
- Revegetation of swale areas to improve nutrient removal and stormwater treatment.
- Potential enhancement of swales with underdrain systems to minimize nuisance water.
- Evaluation of runoff velocity to determine areas where permanent armoring may be warranted.



Source: ARC, 2001

CONCLUSION

When the areas of focus are all accomplished, the results will be as follows:

- The known major Stormwater quantity issues will be mitigated.
- A foundation will be set for the City to transition from a focus on **water quantity issues** (*eg: flooding roadways/structures*) to a focus on **water quality issues** (*eg: levels of nutrients/pollutants*).



Questions
or
Comments

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney

FROM: Karen Jankowski, HR Manager

DATE: July 20, 2020

SUBJECT: Complaint Policy Status & Updates

I. BACKGROUND: July 20, 2020 Council Meeting - Motion to direct the City Attorney and/or staff members contact Mr. Jeff McInnis, Okaloosa County School Board Attorney, and work with him to immediately update the City's policy and procedures regarding external complaints received and investigative procedures.

It was also requested that an update be provided at every council meeting as staff moves forward with this document.

II. DISCUSSION: Human Resources (HR) contacted the City Attorney on July 21st requesting for a copy of the School Boards complaint policy. July 22nd, HR received a copy of the policy which was provided to the City Manager and Deputy City Manager. Scheduled virtual meeting is set for Friday, July 31st to discuss both the City policy and the provided School Board policy. Recommendations will be requested at that meeting.

Updates:

8/7/20: HR Manager followed up with City Attorney on status of policy changes.

8/7/20 - 8/11/20: HR contacted partner agencies on the investigative needs as it pertains to the policy; Okaloosa County Sheriff's office & Florida Department of Law Enforcement agency. Staff and the attorneys continue drafting the City's new Complaint Policy using the School District's Policy as a template.

A. **Link to Strategic Goals / Objectives:** Transparent and Equitable Governance

B. **Effect on Budget (EOB):**

C. **Level of Service (LOS):** Increased Level of Service

III. **CONCLUSION:** Staff continues to work on this project and will continue to provide updates at Council Meetings as requested.

IV. **RECOMMENDED MOTION:** No motion necessary

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager
Michael Burgess, Public Services Director
Louis Zunguze, Community Development Director**FROM:** Lorraine Berish**DATE:** August 10, 2020**SUBJECT:** Request for Approval to award RFB 20-09-PS NFWF Drainage
Improvements 825 Cross St. and 445 Calhoun Ave to J. Miller Construction, Inc.

I. BACKGROUND: In 2015, the City of Destin was awarded a \$3,593,600 NFWF grant for restoration and conservation projects (45909 Choctawhatchee Bay-Destin Harbor, Joe's Bayou, and Indian Bayou Water Quality Improvement) and the City advertised for a consultant for civil engineering design and construction administrative services in accordance with NFWF grant requirements. (RFP 15-04-PS) Dewberry Engineers, Inc (Dewberry |Preble-Rish) was the selected firm.

In 2018, the City submitted three proposals to the National Fish and Wildlife Foundation (NFWF) requesting a budget and scope change to Project #45909 Choctawhatchee Bay NFWF to allow the remaining funds in the grant be used for additional stormwater projects ("tasks") that would mitigate existing outfall discharging into Marler Bayou and Choctawhatchee Bay. On March 6, 2019, NFWF representatives toured the proposed sites with Dewberry Engineers, Inc. and City staff. On March 25, 2019, NFWF notified the City to submit a Formal Amendment (Scope & Budget Change Explanation) in Easygrant for two projects ("tasks"), 825 Cross Street and 445 Calhoun Ave. On April 12, 2019, the City received notice that the NFWF approved the Amendment for Project #45909 to include the two new stormwater projects ("tasks").

On May 6, 2019, Council approved an amendment for Dewberry Engineers, Inc to provide CEI services for the new project.

On May 20, 2020 NFWF provided final approval of the Request for Bid documents, and the

City advertised RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave on May 21, 2020.

II. DISCUSSION: The Bid Opening for RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave was held on June 25, 2020, and seven bid submittals were received. Due to unforeseen circumstances related to COVID-19, the Bid Committees' review of the submittals was delayed until July 30, 2020.

The Bid Committee met on July 30, 2020 and disqualified one bid submittal as it was incomplete. Bid Committee Michael Burgess noted for the record that references for all remaining bidders were checked and they came back positive. The Bid Committee chose to call a Special Meeting for a later date to complete their evaluations and make a final selection.

The Bid Committee held a special meeting on August 6, 2020 to provide final evaluation of the bids. The scores ranged from 235 to 155. Two submissions tied for the top score of 235, J. Miller Construction and CWR Contractors LLC.

During the meeting the Finance Director Krystal Strickland reminded the members that the NFWF funding is from RESTORE Act funds which fall under 2 CFR 200, and given equally responsive bids that meet time and qualification requirements, the lowest responsive bidder should be recommended for the award of the bid. J. Miller Construction's bid was \$290,800. CWR Construction LLC's bid was \$323,318. The bid committee voted to recommend J. Miller Construction to Council for approval.

City staff consulted with NFWF as to the bid evaluation process and action recommended by the bid committee. NFWF said that we were ok to proceed with the recommendation to council.

A. Link to Strategic Goals / Objectives: 2.B. Implement a stormwater management plan that maintains water quality in support of our fishing and tourism industries.

B. Effect on Budget (EOB): No effect on budget. Projects costs are approved by NFWF and will be paid through the grant.

ORG 30553331	Initial Grant Obligated:	\$
		3,228,307.95
NFWF Stormwater	Previous	\$
Grant	Expenses/Encumbrances:	2,515,242.01
	Available Program Budget:	\$ 713,065.94
OBJ 565000		
Construction in	This Work Authorization:	\$ 290,800.00

	Progress	Remaining Grant	
		Obligation:	\$ 422,265.94
PRO J	SW51L		
	Stormwater Improvements		

C. Level of Service (LOS): The level of service for the City's stormwater and environmental components shall be greatly enhanced upon completion of the project.

III. CONCLUSION: The Bid Committee selected J. Miller Construction, Inc as the the lowest, most responsive bidder; and requests City Council approval of the selection, and authorization to award the bid.

IV. RECOMMENDED MOTION: I move for Council to approve the Bid Committee selection and award RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave to J. Miller Construction, Inc, and authorize the City Manager to execute the contract for this project.

Attachments:

1. Construction Contract
2. Contract Exh A
3. Contract Exh B
4. RFB 20-09-PS Scoresheets & Final Tabulation
5. 8-6-20 Bid Committee Meeting Minutes
6. 7-30-20 Bid Committee Meeting Minutes
7. J. Miller Construction, Inc. Bid Submittal Package
8. RFB 20-09-PS NFWF Drainage Improvements

**RFB NO. 20-09-PS
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**CONTRACT BY AND BETWEEN
CITY OF DESTIN, FLORIDA AND J. MILLER CONSTRUCTION, INC.**

On August 17, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, (hereinafter referred to as the "City") accepted the Bid of J. Miller Construction, Inc. , (hereinafter referred to as the "Contractor") for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE. RFB NO. 20-09-PS is attached hereto as Exhibit "A," and is fully incorporated herein. The Contractor's completed bid submittal is attached hereto as Exhibit "B," and fully incorporated herein. In the event of conflict between Exhibit "A" or Exhibit "B" and this Contract, this Contract shall control.

Terms and conditions of the Contract for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE are as follows:

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE and as further described in Exhibits "A" and "B." The Scope of Work (hereinafter referred to as the "**Work**") encompasses the foregoing and all descriptive work components contained within Exhibits "A" and "B."

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No Work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this Contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

If Contractor is obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its own fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof. Failure to notify the City in writing

within forty-eight (48) hours shall result in waiver of any rights which Contractor may have to request a time extension.

4. Time for Performance:

The Contractor shall schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than December 15, 2020. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than two (2) days from receipt of Notice to Proceed.

5. Compensation:

All payments upon this 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 Agreement and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. For purposes of this Contract, total compensation sum shall be \$290,800.00.

In no instance shall the City pay more than ninety-percent (90%) of the total Contract sum until its acceptance of the Work. In the event the City agrees to progress payments on this Contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "C." An executed and notarized copy of the Release and Affidavit attached as Exhibit "D" shall be supplied prior to release of each progress and the final payment. Together with its applications for each progress payment and the final payment, Contractor shall furnish City with a Waiver of Right to Claim Against the Payment Bond (Progress Payment) and Waivers of Right to Claim Against the Payment Bond (Final Payment) in the forms attached hereto as Exhibits "E" and "F," respectively.

6. Changes in the Work:

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, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written change order of the City and the City shall not be liable to Contractor for any increased compensation without such written change order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "G" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Contractor shall furnish City a Payment and Performance Bond in an amount equal to the contract price pursuant to Section 255.05, Florida Statutes (the Florida Little Miller Act") prior to commencement of the work. The Bond shall be in substantially the same form as attached hereto as Exhibit "H."

8. 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 in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. 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.

9. 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, injuries, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees and court costs (including regulatory and appellate fees) (collectively "Injuries and Damages"), arising out of, because of, or due to Contractor's performance of the Work under this Contract, whether the Injuries and Damages are to persons 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 subcontractors, laborers, and materialmen furnishing any labor, services and materials in the performance of this Contract.

10. Licensing:

The Contractor shall obtain all permits and maintain at its 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 and the City shall incur no liability. The City may, at its discretion, waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond its control.

11. Cancellation:

City shall have the unconditioned right to cancel or terminate this Contract prior to issuance of Notice to Proceed without owing any liability to the Contractor.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in this Contract, including the incorporated Exhibits "A," and "B."

13. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly

executed and notarized copy of the Release and Contractor's Final Affidavit, as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

14. Termination for Cause:

The Contract will remain in force for the full period specified and until the City Manager or his/her designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his/her designee has accepted the Work 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' prior notice ("Termination for Cause"), whereupon the Contract shall terminate, unless during the notice period the Contractor cures the failure to perform and meets its other responsibilities under the Contract to the satisfaction of the City Manager.

In the event of Termination for Cause of the Contract, 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/her 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 offset against any amount due to the Contractor at the time of termination.

Except as otherwise directed by the City Manager, or in the case of Termination for Cause 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 contractors and subcontracts and settle all outstanding liabilities and claims.

In the event that any Termination for Cause shall be found to be improper or invalid by a court, then such termination shall be deemed to have been a Termination for Convenience.

15. 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 his/her discretion, determines that such termination is in the City's best interest or for any reason whatsoever. Any such termination shall be effected by the City Manager giving at least five (5) days' prior 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, as of the date of termination set forth in the notice, 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.

16. 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.

17. Miscellaneous:

17.1 Governing Law/Jurisdiction/Venue

This Contract and the relationship of the parties shall be governed exclusively by the laws of the State of Florida. The state courts of Okaloosa County, Florida shall be the exclusive jurisdiction and venue for any litigation that results from either parties' breach or alleged breach of this Contract.

17.2 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 determined to 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.

17.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** sovereign rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

17.4 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.

17.5 **Jury Trial Waiver**

CONTRACTOR AND CITY HEREBY 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, ARISING OUT OF THIS CONTRACT, OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

17.6 Attorney's Fees

In any dispute relating to this Contract each party shall be responsible for paying its own attorney's fees and costs.

17.7 Incorporation of Required Federal Contract Clauses

The City is the recipient of federal money for the Work. Therefore, certain federal obligations and requirements apply. These obligations and requirements are attached hereto as Exhibit "I." Exhibit "I" is fully incorporated herein and Contractor agrees and warrants that it can or will fully meet all these obligations and requirements, if applicable. In the event of a conflict between Exhibit "I" and this Contract, Exhibit "I" shall control.

17.8 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 City:

City of Destin, Florida
Attn: Lance Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to Contractor:

Name
Attn:
Address
City, State Zip

17.9 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.
- e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2020.

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

CONTRACTOR:

By: _____

President

Witness

Witness

EXHIBIT “A”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

EXHIBIT “B”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

EXHIBIT “C”

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: **City of Destin, Florida**

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER TOTAL		ADDITIONS	DEDUCTIONS
Approved this month			
Number	Date Approved		
	TOTALS		
Net Change by Change Orders			

- | | | | |
|----|--|----|-------|
| 1. | ORIGINAL CONTRACT SUM | \$ | _____ |
| 2. | Net Change by Change Order | \$ | _____ |
| 3. | CONTRACT SUM TO DATE (Line 1 and 2) | \$ | _____ |
| 4. | TOTAL COMPLETED AND STORED TO DATE | \$ | _____ |
| 5. | RETAINAGE: (Column I & N, Forms 00845 and 00846) | | |
| | a. _____% of Completed Work | \$ | _____ |
| | b. _____% of Stored Material | \$ | _____ |
| | Total Retainage (Line 5a and 5b) | \$ | _____ |
| 6. | TOTAL EARNED LESS RETAINAGE | | |
| | (Line 4 less Line 5 Total) | \$ | _____ |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT | | |
| | (Line 6 from prior Certificate) | \$ | _____ |
| 8. | AMOUNT DUE THIS APPLICATION | \$ | _____ |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE | \$ | _____ |
| | (Line 3 less Line 6) | | |

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20__

(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared by means of __ physical presence or __ online notarization, _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor; that he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public
My Commission Expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____

Date: _____

Owner's Approval

By: _____

(Title)

Acct. No. _____

Date: _____

END OF SECTION

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF _____)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____. ("CONTRACTOR") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract, in tort, or otherwise, against the CITY OF DESTIN, ("CITY") relating in any way to the performance of the Contract between CONTRACTOR and CITY dated _____, 2020, for the period through _____ for the RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.

(2) CONTRACTOR certifies for itself and its subcontractors, materialmen, and all successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CITY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

(3) CONTRACTOR agrees to indemnify, defend and save harmless CITY from all demands or suits, actions, claims of liens or other charges filed or asserted against the CITY arising out of the performance by CONTRACTOR of the WORK covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with CONTRACTOR'S (progress/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Date: _____

[Corporate Seal]

Witness

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2020, by _____, as _____ of _____, Inc, a Florida corporation, on behalf of the corporation.

He/she is personally known to me OR has produced _____ as identification and (did/did not) take an oath.

My Commission Expires:

(signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT “E”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____ , hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to _____. on the job of the City of Destin, Florida , for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

CLAIMANT:

By: _____

Date: _____

[Corporate Seal]

EXHIBIT “F”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$_____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to _____. on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CLAIMANT:

[Corporate Seal]

By: _____

Date: _____

EXHIBIT "G"

CHANGE ORDER FORM

Project: City of Destin, Florida

RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE
IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CHANGE ORDER NO. _____

DATE OF ISSUANCE: _____

CONTRACTOR: _____

EFFECTIVE DATE: _____

ENGINEER: _____

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ____ to No. ____ \$ _____	Net change from previous Change Orders No. ____ to No. ____ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. _____

II. REQUIRED CHANGES: _____

III. JUSTIFICATION: _____

IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: _____

Change(s) Ordered by: _____

RECOMMENDED BY:

ACCEPTED BY:

(Engineer)

(Contractor)

By: _____
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Title)

(Title)

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

Exhibit "H"

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to the City of Destin, Florida, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ between Principal and Owner for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section [255.05\(1\)](#), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05\(2\)](#), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, .

 (Name of Principal)

By: (As Attorney in Fact)

 (Name of Surety)

Exhibit “I”

Federally Required Contract Clauses

The following clauses are incorporated into the contract and Contractor agrees to fully abide by their terms:

Non-Discrimination Requirements

During the performance of this contract, the Contractor will comply with all requirements summarized below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) (“ADA”), including the ADA Amendments Act of 2008 (Public Law 110-325, (“ADAAA”), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- f. Any other applicable non-discrimination law(s).

(2) Regulatory Provisions

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments

of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

(3) Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

(4) Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

(5) Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the contractors (vendors) or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Equal Employment Opportunity

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) The [Contractor](#) will not discriminate against any [employee](#) or [applicant](#) for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The [contractor](#) will take affirmative action to ensure that [applicants](#) are employed, and that [employees](#) are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of [pay](#) or other forms of [compensation](#); and selection for training, including apprenticeship. The [Contractor](#) agrees to post in conspicuous places, available to [employees](#) and [applicants](#) for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The [Contractor](#) will, in all solicitations or advertisements for [employees](#) placed by or on behalf of the [Contractor](#), state that all qualified [applicants](#) will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The [Contractor](#) will not discharge or in any other manner discriminate against any [employee](#) or [applicant](#) for employment because such [employee](#) or [applicant](#) has inquired about, discussed, or disclosed the [compensation](#) of the [employee](#) or [applicant](#) or another [employee](#) or [applicant](#). This provision shall not apply to instances in which an [employee](#) who has access to the [compensation information](#) of other [employees](#) or [applicants](#) as a part of such [employee's](#) [essential job functions](#) discloses the [compensation](#) of such other [employees](#) or [applicants](#) to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [Contractor's](#) legal duty to furnish information.

(4) The [Contractor](#) will send to each labor union or representative of workers with which he has a collective bargaining agreement or other [contract](#) or understanding, a notice to be provided advising the said labor union or workers' representatives of the [Contractor's](#) commitments under this section, and shall post copies of the notice in conspicuous places available to [employees](#) and [applicants](#) for employment.

(5) The [Contractor](#) will comply with all provisions [of Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the [Secretary](#) of Labor.

(6) The [Contractor](#) will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the [Secretary](#) of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the [administering agency](#) and the [Secretary](#) of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the [Contractor's](#) noncompliance with the nondiscrimination clauses of this [contract](#) or with any of the said rules, regulations, or orders, this [contract](#) may be canceled, terminated, or suspended in whole or in part and the [Contractor](#) may be declared ineligible for further [Government contracts](#) or federally assisted construction [contracts](#) in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the [Secretary](#) of Labor, or as otherwise provided by law.

(8) The [Contractor](#) will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every [subcontract](#) or purchase order unless exempted by rules, regulations, or orders of the [Secretary](#) of Labor issued pursuant to section 204 [of Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each [subcontractor](#) or vendor. The [Contractor](#) will take such action with respect to any [subcontract](#) or purchase order as the [administering agency](#) may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

Davis Bacon

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification

action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2)Withholding. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3)Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)Apprentices and trainees –

(i)Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship

Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6)Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7)Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8)Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9)Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10)Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Copeland “Anti-Kickback” Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. **(3) Breach.** A breach of the contract clauses 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.

Contract Work Hours and Safety Standards Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of [laborers](#) or mechanics shall require or permit any such [laborer](#) or mechanic in any workweek in which he or she is [employed](#) on such work to work in excess of forty hours in such workweek unless such [laborer](#) or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [paragraph \(1\)](#) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid [wages](#). In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under [contract](#) for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual [laborer](#) or mechanic, including watchmen and guards, [employed](#) in violation of the clause set forth in [paragraph \(1\)](#) of this section, in the sum of \$25 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 \(b\)\(1\)](#) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such [contract](#) or any other Federal [contract](#) with the same prime contractor, or any other federally-assisted [contract](#) subject to the [Contract](#) Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid [wages](#) and liquidated damages as provided in the clause set forth in [paragraph \(2\)](#) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Debarment and Suspension Status

The Contractor shall verify that no subcontractors or principals of subcontractors appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. The Contractor may not contract with an entity or that entity's principals if that entity or any of its principals appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>. The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject to 31 C.F.R. Part 19.

Drug Free Workplace

The contractor must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), Treasury implementing regulations at 31 C.F.R. Part 20, and Section 112.0455, Florida Statutes, which require that the County take steps to provide a drug-free workplace. The Contractor will ensure that all subcontractors comply with these requirements and all subcontracts contain these requirements.

Lobbying Restrictions

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

The Contractor must comply with the provisions of 31 U.S.C. § 1352 and regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

(2) Disclosure of Lobbying Activities

The Contractor must disclose lobbying activities by submitting a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-federal funds for lobbying. The Contractor and all subcontractors, at any tier, who receives a contract or subcontract exceeding \$100,000 under the Award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL must be submitted from subcontractor to contractor until received by the County. The County will submit the Forms SF-LLL, including those received from Contractors and subcontractors, to Treasury within 30 days following the end of the calendar period. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those

authorized by 31 U.S.C. § 1352.

The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject 31 U.S.C § 1352.

Prohibited and Criminal Activities

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. §1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.
- e. Copeland “Anti-Kickback” Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

Goals for Women and Minorities in Construction

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Contractor must comply with these regulations and must obtain compliance with 41 CFR 60-4 from subcontractors employed in the completion of the Project by including such notices, clauses and provisions in any subcontract procurements as required by 41 CFR 60-4. The goal for participation of women in each trade area must be as follows:

- a. From April 1, 1981, until further notice: 6.9 percent;**
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 604.6, or any**

successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and, c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

The Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

Clean Air Act and Federal Water Pollution Control Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Maximize Use of Recovered/Recycled Materials

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Amendment

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 must 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 non-Federal award.

Standard Patent Rights

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

(a) Definitions

(1)*Invention* means any [invention](#) or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act ([7 U.S.C. 2321](#) *et seq.*).

(2)*Subject invention* means any [invention](#) of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, [7 U.S.C. 2401\(d\)](#)) must also occur during the period of *contract* performance.

(3)*Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the [invention](#) is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4)*Made* when used in relation to any [invention](#) means the conception or first actual reduction to practice of such [invention](#).

(5)*Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 ([15 U.S.C. 632](#)) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at [13 CFR 121.3-8](#) and [13 CFR 121.3-12](#), respectively, will be used.

(6)*Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ([26 U.S.C. 501\(c\)](#)) and exempt from taxation under section 501(a) of the Internal Revenue Code ([25](#)

[U.S.C. 501\(a\)](#)) or any nonprofit scientific or educational organization qualified under a state [nonprofit organization](#) statute.

(7) The term *statutory period* means the one-year period before the effective filing date of a claimed [invention](#) during which exceptions to prior art exist per [35 U.S.C. 102\(b\)](#) as amended by the Leahy-Smith America Invents Act, [Public Law 112-29](#).

(8) The term *contractor* means any person, [small business firm](#) or [nonprofit organization](#), or, as set forth in section 1, paragraph (b)(4) [of Executive Order 12591](#), as amended, any business firm regardless of size, which is a party to a [funding agreement](#).

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each [subject invention](#) subject to the provisions of this clause and [35 U.S.C. 203](#). With respect to any [subject invention](#) in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the [subject invention](#) throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each [subject invention](#) to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the [invention](#) was [made](#) and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the [invention](#). The disclosure shall also identify any publication, on sale or public use of the [invention](#) and whether a manuscript describing the [invention](#) has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the [invention](#) for publication or of any on sale or public use planned by the *contractor*.

(2) The *contractor* will elect in writing whether or not to retain title to any such [invention](#) by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year [statutory period](#) wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the [statutory period](#).

(3) The *contractor* will file its [initial patent application](#) on a [subject invention](#) to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any [statutory period](#) wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the *contractor* files a provisional application as its [initial patent application](#), it shall file a non-provisional application within 10 months of the filing of the provisional application. The *contractor* will file [patent applications](#) in additional countries or international patent offices within either ten months of the first filed [patent application](#) or six months from the date permission is granted by the Commissioner of Patents to file foreign [patent applications](#) where such filing has been prohibited by a Secrecy Order.

(4) For any [subject invention](#) with *Federal agency* and *contractor* co-inventors, where the *Federal agency* employing such co-inventor determines that it would be in the interest of the government, pursuant to [35 U.S.C. 207\(a\)\(3\)](#), to file an [initial patent application](#) on the [subject invention](#), the *Federal agency* employing such co-inventor, at its discretion and in consultation

with the *contractor*, may file such application at its own expense, provided that the *contractor* retains the ability to elect title pursuant to [35 U.S.C. 202\(a\)](#).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the *Federal agency*, be granted. When a *contractor* has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the *Federal agency* notifies the *contractor* within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any [subject invention](#) -

(1) If the *contractor* fails to disclose or elect title to the [subject invention](#) within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the *contractor* fails to file [patent applications](#) within the times specified in paragraph (c) of this clause; provided, however, that if the *contractor* has filed a [patent application](#) in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any non-provisional [patent application](#) for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a [subject invention](#).

(e) Minimum Rights to **Contractor** and Protection of the **Contractor** Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each [subject invention](#) to which the Government obtains title, except if the *contractor* fails to disclose the [invention](#) within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the [invention](#) pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious [practical application](#) of the [subject invention](#) pursuant to an application for an exclusive license submitted in accordance with applicable provisions at [37 CFR part 404](#) and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved [practical application](#) and continues to make the benefits of the [invention](#) reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve [practical application](#) in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in [37 CFR part 404](#) and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or

modification of the license.

(f) **Contractor** Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those [subject inventions](#) to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that [subject invention](#).

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each [subject invention made](#) under contract in order that the *contractor* can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the *contractor* the entire right, title and interest in and to each [subject invention made](#) under contract, and to execute all papers necessary to file [patent applications](#) on [subject inventions](#) and to establish the government's rights in the [subject inventions](#). This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting [inventions](#) in sufficient time to permit the filing of [patent applications](#) prior to U.S. or foreign statutory bars.

(3) For each [subject invention](#), the *contractor* will, no less than 60 days prior to the expiration of the statutory deadline, notify the *Federal agency* of any decision: Not to continue the prosecution of a non-provisional [patent application](#); not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, *inter partes* review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The *contractor* agrees to include, within the specification of any United States [patent applications](#) and any patent issuing thereon covering a [subject invention](#), the following statement, "This [invention](#) was [made](#) with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the [invention](#)."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (*cite section of agency implementing regulations or FAR*).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the [contractor](#) agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the

clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a [subject invention](#) or on efforts at obtaining such utilization that are being [made](#) by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the [contractor](#), and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by [35 U.S.C. 202\(c\)\(5\)](#), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any [subject inventions](#) in the United States unless such person agrees that any products embodying the [subject invention](#) or produced through the use of the [subject invention](#) will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been [made](#) to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any [subject invention](#) in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in [37 CFR 401.6](#) and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a [subject invention](#) to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve [practical application](#) of the [subject invention](#) in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any [subject invention](#) in the United States is in breach of such agreement.

(k) Special Provisions for **Contracts** with Nonprofit Organizations

If the *contractor* is a [nonprofit organization](#), it agrees that:

(1) Rights to a [subject invention](#) in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is [made](#) to an organization which has as one

of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a [subject invention](#) with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the [subject invention](#) is assigned in accordance with [35 U.S.C. 202\(e\)](#) and [37 CFR 401.10](#);

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of [subject inventions](#) that are [small business firms](#) and that it will give a preference to a [small business firm](#) when licensing a [subject invention](#) if the *contractor* determines that the [small business firm](#) has a plan or proposal for marketing the [invention](#) which, if executed, is equally as likely to bring the [invention](#) to [practical application](#) as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the [small business firm](#) has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the [contractor](#). However, the *contractor* agrees that the *Federal agency* may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the *Federal agency* when the *Federal agency's* review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with [37 CFR 401.7](#), the *Federal agency* or the *contractor* may request that the [Secretary](#) review the *contractor's* licensing program and decisions regarding small business applicants.

ADA Standards for Accessible Design for Construction Awards

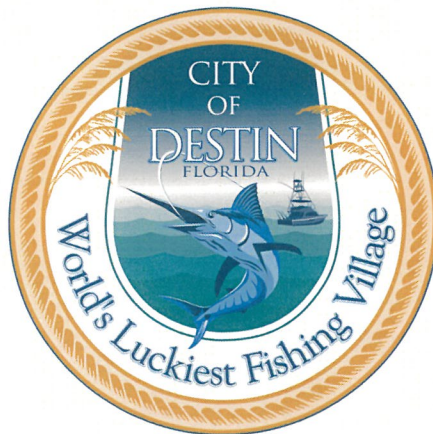
During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

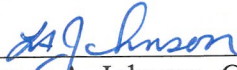
CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 20-09-PS**

**NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**



City of Destin, Florida
May 21 , 2020



Lance A. Johnson, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive bids for National Fish and Wildlife Foundation (NFWF) Drainage Improvements at 825 Cross Street and 445 Calhoun Ave in the City of Destin.

As outlined in the project design plans and specifications, the Scope of Work for the two sites will include mobilization, maintenance of traffic, excavation & dewatering, installation of piping/exfiltration and inlet structures, repair of sub-base, base and paving of roadway, signage and pavement markings as needed, 5' wide concrete sidewalk/driveway/guardrail and repair of irrigation and landscaping as per plans consisting of 2 sets of civic sheets (9 and 11 pages, respectively) & specifications. The project is anticipated to take 120 calendar days to complete.

Project plans and specifications, and submittal requirements can be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541. Bid submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFB NO. 20-09-PS NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.”**, along with the name, return address and telephone number of the submitter, no later than **2:00 p.m. (CDT)**, on **June 25, 2020** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

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RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

1.0 INTRODUCTION

The City of Destin will receive sealed competitive bids for NFWF Drainage Improvements at 825 Cross Street and 445 Calhoun Ave. This project is funded through the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund and is subject to the grant terms between the Foundation and the City of Destin, as well as all Federal procurement provisions and standards set forth in 2 CFR 200.318 – 200.326. Payment requests will require itemization by task and cost category of the work performed and a narrative description of the work for which the payment is being requested.

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

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

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

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

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

2.0 INSTRUCTION TO BIDDERS

- A. The City of Destin will accept RFB responses until **June 25, 2020 at 2:00 P.M. (CDT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at

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the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on June 25, 2020 no later than 2:00 P.M. (CDT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
- D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
- E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- F. One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB 20-09-PS, NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave." and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
- H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
- K. The Bid Committee shall consist of City of Destin staff members.
- L. Each responsive bidder, by submission of a bid, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

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M.

PROCUREMENT SCHEDULE	
Tasks	Date
RFB issued	May 21, 2020
Last day for questions to be submitted	June 18, 2020
Due Date/Bid opening	June 25, 2020
Tentative Date - Bid Committee Evaluation	June 30, 2020
Tentative Date – City Council Meeting	July 6, 2020
Tentative Date-NFWF Concurrence	July 15, 2020
Tentative Date- Notice of Award	July 15, 2020
Tentative Date -Execution of Contract	July 21, 2020
Tentative Date- Notice to Proceed	July 30, 2020

3.0 SCOPE OF WORK

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

The construction costs of the project include project inspection fees and monitoring reports, site work, demolition and removal, Contractor is responsible for obtaining all necessary governmental agency permits.

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

As outlined in the project design plans and specifications, the Scope of Work for the two sites, will include mobilization, maintenance of traffic, excavation & dewatering, installation of piping/exfiltration and inlet structures, repair of sub-base, base and paving of roadway, signage and pavement markings as needed, 5' wide concrete sidewalk/driveway/guardrail and repair of irrigation and landscaping as per plans consisting of 2 sets of civic sheets (9 and 11 pages, respectively) & specifications. The project is anticipated to take 120 calendar days to complete.

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3.1 Scope of Work will include

- a. Mobilization
- b. Maintenance of Traffic
- c. Excavation/Dewatering
- d. Grading
- e. Installation of Piping & Inlet Structures
- f. Repair of Sub-Base
- g. Paving of Roadway
- h. Signage & Pavement Markings
- i. ADA Compliant Sidewalk/Driveway/Guardrail
- j. Repair of Irrigation & Landscaping
- k. Sub-base, Base & Asphalt Compaction & Core Testing per Land Development Code Article 8.03.04.A., B. & C.

3.2 Project Schedule

Final Completion Deadline is December 15, 2020 Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

- The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or
- The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	Date
Permitting	August 1, 2020
Begin Construction	August 15, 2020
Substantial completion date	November 15, 2020
Complete Construction	December 15, 2020

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4.0 PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent General or Underground Utility and Excavation Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 FDOT Prequalification:

Construction firms shall be prequalified by the Florida Department of Transportation in grading, grassing, seeding and sodding, concrete sidewalks, drainage, milling, hot-in place resurfacing and pavement marking, and in good standing at the time of bidding.

4.2 License Requirements

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

Contractor is required to register with the City of Destin.

<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

4.3 Insurance Requirements

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

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor whom performs anytime of marine contraction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.
- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

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4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond (Attachment No. 5). Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents (Attachment No. 9). The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

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

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

4.5 Permitting Requirements

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

- a. City of Destin General Permit (for infrastructure work)
<https://www.cityofdestin.com/DocumentCenter/View/137/General-Permit>
- b. City of Destin Work on the Right-of-Way Permit
- c. Submit White Sand Application Form
- d. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, but not limited to Davis-Bacon Act (40 U.S.C.

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3142), Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 PROJECT CONSTRUCTION CONSIDERATIONS

5.1 Site Preparation

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Turf Replacement: After final grading, all disturbed areas will be stabilized with sod (St. Augustine, Centipede or sod that matches existing turf).
- e. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- f. Private Infrastructure/Property: Contractor will be responsible for any damages to privately owned infrastructure/property to include driveways, walkways, yard inlets and piping, irrigation systems, etc. Repair or replacement of these items will be coordinated through the Project Manager, City Staff and the property owner.
- g. Contractor will limit times of activity to 6am to 6pm Monday through Sunday. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.2 Schedule for Delivery of Materials

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

5.3 Waste Disposal

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

5.4 Site Utilities (Potable Water, Wastewater, and Storm Drainage/Stormwater)

All site utilities shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

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5.5 Material Data

- a. Bids should be based on materials and products, as outlined in the engineered drawings and specifications, or their equivalent. Bid submittals must include product/material specification sheets for each comparable or "equivalent" material or product.

5.6 Construction Administration & Management

City of Destin designated project manager (Alex Rouchaleau, P.E. Project Manager/Dewberry Engineers, Inc.) will provide Construction Administration and inspection services for this project.

- A. Bidder shall identify a Construction/ Quality Assurance Supervisor
 - 1. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
 - 2. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
 - 3. Construction/Quality Assurance Supervisor shall be responsible for communicating with City of Destin designated project manager, designated city staff, and shall provide directives and attend scheduled construction meeting on/off site, and review of all project billing.

5.7 Warranty Submittal Requirements

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- D. The City shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

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5.8 Project Close-Out

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

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

1. Completion of the punch list.
2. Acceptance and occupancy of the project.
3. Submission and approval of final invoice.
4. Submission of all product warranties and operating manuals.
5. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
6. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
7. Receipt of two (2) copies detailed, as-built drawings, and an electronic copy on flash drive of as-built drawings stamped by contractor as "As-Built".
8. Provide at close of project, all Operations and Maintenance Manuals that
 - a. include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
9. Provide written warranties covering quality of labor and installation of all
 - a. products/materials.
10. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.
11. Provide Sub-base, Base & Asphalt Compaction & Core Testing Results per Land Development Code Article 8.03.04.A., 8.03.04.B. & 8.03.04.C.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

- A. Bid Committee will review each written submission for compliance with the requirements of the RFB, including verifying that each response includes all documents required.
- B. Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFB, information submitted and, but not limited to, qualifications and price.
- C. Bid Committee will conduct a public meeting chaired by the City Manager's designee to discuss the individual scores, summarize the scores in a ranking matrix to be forwarded to the City Council. Upon request, responsive bidder may be required to provide a presentation at a City Council meeting.
- D. 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 RFB documents, to award a contract

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based on the bid that meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. A copy of the respondent's bid and the RFB including scope of work will be incorporated and become a part of the contract.

6.2 Criteria for Determining Lowest, Best Responsive and Responsible Bidder

Criteria is listed numerically by their relative order of importance.

EVALUATION CRITERIA	POINTS
Bid Amount	40
Qualifications/Experience/Past Performance	20
Project Approach	20
Past Performance	20
TOTAL	100

1. Bid Amount

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

2. Qualifications and Experience

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

3. Project Approach and Performance Differentiators

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or

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propose some potential solutions?

- e) Does contractors schedule and availability practical and meet project requirements?

4. Past Performance

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

Basis of evaluation:

- (i) A pattern of successful completion of work
 - (ii) A pattern of work identical to, similar to, or related to the work the project requires.
 - (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?

7.0 BID REQUIREMENTS

The following list of items are requirements and information the contractor shall include in their bid submittal:

- A. Any and all fees shall be included in the bid form (Attachment No. 2). Cost breakdown should include primary construction costs, i.e., mobilization, demolition, materials, as shown on the bid form.
 - 1. On your letterhead, provide and identify separately all fees associated with any permitting, survey that will be the responsibility of the contractor to administer.
 - 2. Provide product information for all materials used including manufacturer warranties.
 - 3. On your letterhead, provide construction workmanship warranty information.
 - 4. On your letterhead, provide detailed, specific project approach, describing the means and methods of accomplishing the work including:
 - a. Address protection of the site's existing features, i.e., trees, etc.
 - b. Include description of equipment used, material storage, and any demolition proposed that is outside the requirements specified in the project plans.
 - 5. Meetings with City of Destin project manager as needed to provide and receive information including weekly progress meetings and any other meetings required to successfully complete this project, including pre-construction meetings, if awarded.
- B. On your letterhead, provide and identify any other work required to complete the project not outlined in engineered plans or this RFB.
- C. On your letterhead, provide a proposed schedule for construction, including receiving materials, permitting, mobilization, demolition, construction, and demobilization.
- D. Provide assurance of contractor's ability to meeting the deadline of the project.
- E. All items above may be placed in the same document on your letterhead. Ensure all items are clearly identified.

Bid submittals omitting any of the above information may be deemed to be incomplete and removed from consideration.

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8.0 SUBMITTAL REQUIREMENTS

A. No Contact Clause

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

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242

clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

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

B. Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) business days prior to the RFB due date. The last day for inquiries is **June 18, 2020 at 2:00 p.m. (CST)**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

C. Addenda

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

D. Conflict of Interest Disclosure

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

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E. Drug-Free Workplace Program

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

F. Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

G. Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Table of Contents:** provide Table of Contents to aid the evaluation of the qualifications
3. **Responsive Bidder Qualification Statement,** Attachment No. 1
4. **Transmittal Letter:** provide a signed letter of transmittal briefly stating the responsive bidder's understanding of the work to be done, the commitment to perform the work, and a statement why the contract believes it to be best qualified to perform the project.
5. **Contractor Qualifications Statement:** provide statement demonstrating responsive bidder's qualifications, competence, and capacity for the construction of project within the requirements of this solicitation.
6. **Bid Form,** Attachment No. 2 and other required documentation as outlined in section 7.0 Bid Requirements.
7. **Completed Public Entity Crime Form,** Attachment No. 3
8. **Completed Drug Free Workplace Certification Form,** Attachment No.4
9. **Completed Bid Bond Form,** Attachment No. 5
10. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 4.2 Insurance Requirements.
11. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.3 License Requirements.
12. **Addendums** (if applicable)

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

H. Sealed Submittal Packages

All bids to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CST), on Thursday, June 25, 2020**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 20-09-PS NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST.**

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AND 445 CALHOUN AVE.” and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bid submittals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

I. Bid Opening

Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. (CST), on June 25, 2020 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

J. Reservation of Rights

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

K. Public Records

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

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the City’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By: _____	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Fax No.: _____		

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

The correct name of the responsive bidder is:

The address of the principal place of business is:

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____

- d. Vice President's name: _____
 - e. Secretary's name: _____
 - f. Treasurer's name: _____
 - g. Name and address of Resident Agent: _____
3. If responsive bidder is an individual or a partnership, answer the following:
- a. Date of organization: _____
 - b. Name, address and ownership units of all partners:

 - c. State whether general or limited partnership: _____
4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

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

Under what other former names has your organization operated?

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

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

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

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

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

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

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

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

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<i>Total Work (a +b):</i>	

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone

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

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

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

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

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

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

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 2
BID FORM**

Date: _____

Primary Contact _____

Company: _____

Address: _____

Telephone: (____) _____ Email: _____

445 Calhoun Avenue				
Item	Quantity	Units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS		
Demolition and Removal of Existing Asphalt Pavement and Base	83	SY		
Demolition and Removal of Existing Drainage	172	LF		
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA		
Demolition of Gravel Driveway	54	SF		
Demolition and Removal of Existing Sidewalk/Driveway	76	SY		
Demolition and Removal of Existing Railing	23	LF		
Stormwater				
24" ADS HDPE (ADS N-12 or Equal) Installed	142	LF		
24" RCP Installed (Under Roadway)	44	LF		
FDOT Index 250 Concrete Headwall	1	EA		
FDOT Index 425-052 Type "C" Inlet	2	EA		
24" FDOT Index 272 M.E.S.	1	EA		
FDOT Index 425-061 Close Flume Inlet	1	EA		
18" Thick Alabama Class II Riprap over D-2 Filter Fabric	15	SY		
Floating Turbidity Curtain	42	LF		
24" Snout with Bioskirt	1	EA		
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	100	SY		
Construct Gravel Drive (4" Thick #57 Stone)	10	SY		
ADA Handrail and Wheel Stop	20	LF		
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN		
8-Inch Limerock Base (LBR 100)	83	SY		
12-Inch Sandclay Stabilized Subgrade (LBR 40)	83	SY		
Type F Curb and Gutter	119	LF		
Thermoplastic Striping	1	LS		
Miscellaneous				
Layout/As-Builts	1	LS		
Maintenance of Traffic	1	LS		
NPDES Administration	1	LS		
Earthwork	1	LS		
Sodding	800	SY		
Silt Fence/Erosion Control	300	LF		
Irrigation Repair and Replacement	1	LS		
Dewatering	1	LS		
Sub-base, Base & Asphalt Compaction & Core Testing	1	LS		

825 Cross Street Outfall				
Item	Quantity	Units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS		
Demolition and Removal of Existing Asphalt Pavement and Base	85	SY		
Demolition and Removal of Existing Drainage	306	LF		
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA		
Demolition and Removal of Existing Sidewalk/Driveway	61	SY		
Demolition and Removal of Existing Railing	25	LF		
Stormwater				
18" ADS HDPE (ADS N-12 or Equal) Installed	12	LF		
18" Perforated Pipe with Sock Installed	268	LF		
18" RCP Installed (Under Roadway)	38	LF		
FDOT Index 250 Concrete Headwall	2	EA		
18" Snout with Bioskirt	1	EA		
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	86	SY		
ADA Handrail and Wheel Stop	15	LF		
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN		
8-Inch Limerock Base (LBR 100)	85	SY		
12-Inch Sandclay Stabilized Subgrade (LBR 40)	85	SY		
Thermoplastic Striping	1	LS		
Miscellaneous				
Layout/As-Builts	1	LS		
Maintenance of Traffic	1	LS		
NPDES Administration	1	LS		
Earthwork	1	LS		
Sodding	100	SY		
Silt Fence/Erosion Control	300	LF		
Irrigation Repair and Replacement	1	LS		
Dewatering	1	LS		
Sub-base, Base & Asphalt Compaction & Core Testing	1	LS		
General (825 Cross & 445 Calhoun)				
Mobilization (Max 5% of Bid)	1	LS		
Total				

Other required documentation as outlined in section 7.0 Bid Requirements should accompany this Bid Form.

END OF SECTION

RFB NO. 20-09-PS

**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.)

(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 _____, 2019, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires:

END OF SECTION

RFB NO. 20-09-PS
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

**RFB NO. 20-09-PS
ATTACHMENT NO. 5
BID BOND**

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

Signed, this ____ day of _____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB 20-09-PS, NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

Surety (Print Full Name):

(Seal) Surety's Name and Corporate Seal

By: _____ (L.S.) By: _____

Signature (attach power of attorney)

Title: _____

Title: _____

Attest: _____

Signature and Title

Attest: _____

Signature and Title

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

END OF SECTION

RFB NO. 20-08-REC
ATTACHMENT NO. 6
DAVIS-BACON WAGE RATE DETERMINATIONS

"General Decision Number: FL20200127 01/03/2020

Superseded General Decision Number: FL20190127

State: Florida

Construction Type: Heavy

County: Okaloosa County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

ENGI0653-012 10/01/2012

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR:

Cranes 100 Tons & Over (Conventional & Hydraulic) & Tower Cranes.....	\$ 26.30	11.13
Cranes Under 100 Tons.....	\$ 25.30	11.13
Oiler.....	\$ 23.85	11.13

Cranes with 350 feet or more boom and/or 400 ton capacity -
additional \$1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity -
additional \$1.45 per hour.

* IRON0798-008 10/01/2019

Rates	Fringes
-------	---------

IRONWORKER, STRUCTURAL.....	\$ 26.70	14.47

LABO0559-003 03/15/2013		
	Rates	Fringes
LABORER: Grade Checker.....	\$ 16.40	5.65

PAIN0164-006 08/01/2019		
	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	11.28

SUFL2009-166 06/24/2009		
	Rates	Fringes
CARPENTER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
ELECTRICIAN.....	\$ 17.25	3.02
LABORER: Common or General.....	\$ 12.00	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.51	2.94
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.11	1.51
OPERATOR: Bulldozer.....	\$ 15.00	4.98
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 13.89	2.07
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 8.52	0.25
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00

TRUCK DRIVER: Off the Road
Truck.....\$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

RFB NO. 20-08-REC
ATTACHMENT NO. 7
2 CFR 200, Appendix II- Contract Provisions

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of January 6, 2020

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

RFB NO. 20-08-REC
ATTACHMENT NO. 8
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non-procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing
32. Veteran's Preference/Employment
33. Occupational Safety and Health Act Compliance
34. Fair Labor Standards Act
35. Texting When Driving
36. E-Verify

**RFB NO. 20-09-PS
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**CONTRACT BY AND BETWEEN
CITY OF DESTIN, FLORIDA AND _____.**

On June , 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, (hereinafter referred to as the “City”) accepted the Bid of _____, (hereinafter referred to as the “Contractor”) for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE. RFB NO. 20-09-PS is attached hereto as Exhibit “A,” and is fully incorporated herein. The Contractor's completed bid submittal is attached hereto as Exhibit “B,” and fully incorporated herein. In the event of conflict between Exhibit “A” or Exhibit “B” and this Contract, this Contract shall control.

Terms and conditions of the Contract for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE are as follows:

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE and as further described in Exhibits “A” and “B.” The Scope of Work (hereinafter referred to as the “**Work**”) encompasses the foregoing and all descriptive work components contained within Exhibits “A” and “B.”

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No Work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this Contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

If Contractor is obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its own fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof. Failure to notify the City in writing

within forty-eight (48) hours shall result in waiver of any rights which Contractor may have to request a time extension.

4. Time for Performance:

The Contractor shall schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than June 30, 2020. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than two (2) days from receipt of Notice to Proceed.

5. Compensation:

All payments upon this 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 Agreement and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. For purposes of this Contract, total compensation sum shall be \$218,901.82.

In no instance shall the City pay more than ninety-percent (90%) of the total Contract sum until its acceptance of the Work. In the event the City agrees to progress payments on this Contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "C." An executed and notarized copy of the Release and Affidavit attached as Exhibit "D" shall be supplied prior to release of each progress and the final payment. Together with its applications for each progress payment and the final payment, Contractor shall furnish City with a Waiver of Right to Claim Against the Payment Bond (Progress Payment) and Waivers of Right to Claim Against the Payment Bond (Final Payment) in the forms attached hereto as Exhibits "E" and "F," respectively.

6. Changes in the Work:

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, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written change order of the City and the City shall not be liable to Contractor for any increased compensation without such written change order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "G" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Contractor shall furnish City a Payment and Performance Bond in an amount equal to the contract price pursuant to Section 255.05, Florida Statutes (the Florida Little Miller Act") prior to commencement of the work. The Bond shall be in substantially the same form as attached hereto as Exhibit "H."

8. 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 in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. 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.

9. 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, injuries, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees and court costs (including regulatory and appellate fees) (collectively "Injuries and Damages"), arising out of, because of, or due to Contractor's performance of the Work under this Contract, whether the Injuries and Damages are to persons 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 subcontractors, laborers, and materialmen furnishing any labor, services and materials in the performance of this Contract.

10. Licensing:

The Contractor shall obtain all permits and maintain at its 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 and the City shall incur no liability. The City may, at its discretion, waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond its control.

11. Cancellation:

City shall have the unconditioned right to cancel or terminate this Contract prior to issuance of Notice to Proceed without owing any liability to the Contractor.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in this Contract, including the incorporated Exhibits "A," and "B."

13. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly

executed and notarized copy of the Release and Contractor's Final Affidavit, as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

14. Termination for Cause:

The Contract will remain in force for the full period specified and until the City Manager or his/her designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his/her designee has accepted the Work 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' prior notice ("Termination for Cause"), whereupon the Contract shall terminate, unless during the notice period the Contractor cures the failure to perform and meets its other responsibilities under the Contract to the satisfaction of the City Manager.

In the event of Termination for Cause of the Contract, 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/her 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 offset against any amount due to the Contractor at the time of termination.

Except as otherwise directed by the City Manager, or in the case of Termination for Cause 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 contractors and subcontracts and settle all outstanding liabilities and claims.

In the event that any Termination for Cause shall be found to be improper or invalid by a court, then such termination shall be deemed to have been a Termination for Convenience.

15. 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 his/her discretion, determines that such termination is in the City's best interest or for any reason whatsoever. Any such termination shall be effected by the City Manager giving at least five (5) days' prior 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, as of the date of termination set forth in the notice, 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.

16. 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.

17. Miscellaneous:

17.1 Governing Law/Jurisdiction/Venue

This Contract and the relationship of the parties shall be governed exclusively by the laws of the State of Florida. The state courts of Okaloosa County, Florida shall be the exclusive jurisdiction and venue for any litigation that results from either parties' breach or alleged breach of this Contract.

17.2 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 determined to 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.

17.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** sovereign rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

17.4 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.

17.5 **Jury Trial Waiver**

CONTRACTOR AND CITY HEREBY 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, ARISING OUT OF THIS CONTRACT, OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

17.6 Attorney's Fees

In any dispute relating to this Contract each party shall be responsible for paying its own attorney's fees and costs.

17.7 Incorporation of Required Federal Contract Clauses

The City is the recipient of federal money for the Work. Therefore, certain federal obligations and requirements apply. These obligations and requirements are attached hereto as Exhibit "I." Exhibit "I" is fully incorporated herein and Contractor agrees and warrants that it can or will fully meet all these obligations and requirements, if applicable. In the event of a conflict between Exhibit "I" and this Contract, Exhibit "I" shall control.

17.8 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 City:

City of Destin, Florida
Attn: Lance Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to Contractor:

Name
Attn:
Address
City, State Zip

17.9 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.
- e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2020.

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

CONTRACTOR:

By: _____

President

Witness

Witness

EXHIBIT “A”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

SAMPLE

EXHIBIT “B”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

SAMPLE

EXHIBIT "C"

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: **City of Destin, Florida**

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER TOTAL		ADDITIONS	DEDUCTIONS
Approved this month			
Number	Date Approved		
	TOTALS		
Net Change by Change Orders			

1. ORIGINAL CONTRACT SUM \$ _____
2. Net Change by Change Order \$ _____
3. CONTRACT SUM TO DATE (Line 1 and 2) \$ _____
4. TOTAL COMPLETED AND STORED TO DATE \$ _____
5. RETAINAGE: (Column I & N, Forms 00845 and 00846)
 - a. _____ % of Completed Work \$ _____
 - b. _____ % of Stored Material \$ _____Total Retainage (Line 5a and 5b) \$ _____
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ _____
8. AMOUNT DUE THIS APPLICATION \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$ _____

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20__

(Contractor)

By: _____

(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared by means of __ physical presence or __ online notarization, _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor; that he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public

My Commission Expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____

Date: _____

Owner's Approval

By: _____

(Title)

Acct. No. _____

Date: _____

END OF SECTION

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF _____)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____. ("CONTRACTOR") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract, in tort, or otherwise, against the CITY OF DESTIN, ("CITY") relating in any way to the performance of the Contract between CONTRACTOR and CITY dated _____, 2020, for the period through _____ for the RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.

(2) CONTRACTOR certifies for itself and its subcontractors, materialmen, and all successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CITY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

(3) CONTRACTOR agrees to indemnify, defend and save harmless CITY from all demands or suits, actions, claims of liens or other charges filed or asserted against the CITY arising out of the performance by CONTRACTOR of the WORK covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with CONTRACTOR'S (progress/final) Application for Payment No. _____.

[Corporate Seal]

CONTRACTOR:

By: _____

Date: _____

Witness

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2020, by _____, as _____ of _____, Inc, a Florida corporation, on behalf of the corporation.

He/she is personally known to me OR has produced _____ as identification and (did/did not) take an oath.

My Commission Expires:

(signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT “E”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to _____. on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

CLAIMANT:

By: _____

Date: _____

[Corporate Seal]

EXHIBIT “F”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to _____. on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CLAIMANT:

By: _____

Date: _____

[Corporate Seal]

EXHIBIT "G"

CHANGE ORDER FORM

Project: **City of Destin, Florida**

RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CHANGE ORDER NO. _____

DATE OF ISSUANCE: _____

CONTRACTOR: _____

EFFECTIVE DATE: _____

ENGINEER: _____

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ____ to No. ____ \$ _____	Net change from previous Change Orders No. ____ to No. ____ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. _____

- II. REQUIRED CHANGES: _____

- III. JUSTIFICATION: _____

- IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: _____

Change(s) Ordered by: _____

RECOMMENDED BY:

ACCEPTED BY:

(Engineer)

(Contractor)

By: _____
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Title)

(Title)

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

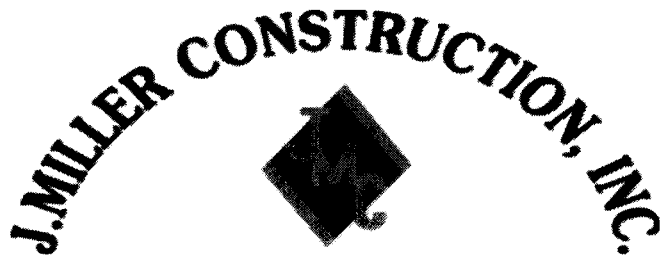
PUBLIC CONSTRUCTION BOND

(Name of Surety)

Exhibit “I”

Federally Required Contract Clauses

SAMPLE



To: City of Destin

**Bid Submittal Package for RFB No. 20-09-PS
National Fish and Wildlife Foundation (NFWF)
Drainage Improvements
825 Cross Street and 445 Calhoun Avenue**

Bid Opening June 25, 2020 2:00pm

**Bidder Contact: Tom Dulaney
850-503-7023 tomdulaney@jmillerconstruct.com**

ADDENDUM #1

**CITY OF DESTIN, FLORIDA REQUEST FOR BID
(RFB) NO. 20-09-PS, NATIONAL FISH AND
WILDLIFE FOUNDATION,
825 CROSS STREET AND 445 CALHOUN AVENUE DRAINAGE IMPROVEMENTS
JUNE 19, 2020**

This addendum forms a part of the Contract Documents and modifies the original bid documents dated May 21, 2020. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. Attached is an updated copy of the Bid Tabulation sheets for this project. These sheets have been updated to reflect all project elements within the limits of construction.

The bid opening date is Thursday, June 25, 2020, at 2 pm.

END OF ADDENDUM #1

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

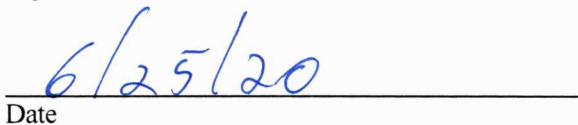
Receipt of Addendum #1 is hereby acknowledged:

ELI H. MILLER

Print Name



Signature



Date

**RFB NO. 20-09-PS
ATTACHMENT NO. 2
BID FORM**

Date: 06/25/2020
Company: J. Miller Construction, Inc.
Address: 8900 Waring rd., Pensacola, FL 32534
Telephone: 850 494-0240

Primary Contact: Tom Dulaney

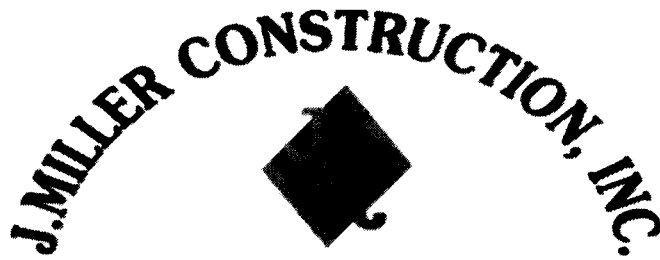
Email: tomdulaney@jmillerconstruct.com

445 Calhoun Avenue				
Item	quantity	units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS	\$ 10,000.00	\$ 10,000.00
Demolition and Removal of Existing Asphalt Pavement and Base	83	SY	\$ 25.00	\$ 2,075.00
Demolition and Removal of Existing Drainage	172	LF	\$ 25.00	\$ 4,300.00
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA	\$ 1,500.00	\$ 4,500.00
Demolition of Gravel Driveway	54	SF	\$ 10.00	\$ 540.00
Demolition and Removal of Existing Sidewalk/Driveway	76	SY	\$ 50.00	\$ 3,800.00
Demolition and Removal of Existing Railing	23	LF	\$ 25.00	\$ 575.00
Stormwater				
24" ADS HDPE (ADS N-12 or Equal) Installed	142	LF	\$ 98.00	\$ 13,916.00
24" RCP Installed (Under Roadway)	44	LF	\$ 110.00	\$ 4,840.00
FDOT Index 250 Concrete Headwall	1	EA	\$ 6,500.00	\$ 6,500.00
FDOT Index 425-052 Type "C" Inlet	2	EA	\$ 5,000.00	\$ 10,000.00
24" FDOT Index 272 M.E.S.	1	EA	\$ 2,500.00	\$ 2,500.00
FDOT Index 425-061 Close Flume Inlet	1	EA	\$ 8,500.00	\$ 8,500.00
18" Thick Alabama Class II Riprap over D-2 Filter Fabric	15	SY	\$ 165.00	\$ 2,475.00
Floating Turbidity Curtain	42	LF	\$ 65.00	\$ 2,730.00
24" Snout with Bioskirt	1	EA	\$ 3,500.00	\$ 3,500.00
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	100	SY	\$ 90.00	\$ 9,000.00
Construct Gravel Drive (4" Thick #57 Stone)	10	SY	\$ 50.00	\$ 500.00
ADA Handrail and Wheel Stop	20	LF	\$ 150.00	\$ 3,000.00
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN	\$ 400.00	\$ 6,000.00
8-Inch Limerock Base (LBR 100)	83	SY	\$ 28.00	\$ 2,324.00
12-Inch Sandclay Stabilized Subgrade (LBR 40)	83	SY	\$ 30.00	\$ 2,490.00
Type F Curb and Gutter	119	LF	\$ 45.00	\$ 5,355.00
Thermoplastic Striping	1	LS	\$ 1,500.00	\$ 1,500.00

Miscellaneous				
Layout/As-Builts	1	LS	\$ 3,500.00	\$ 3,500.00
Maintenance of Traffic	1	LS	\$ 6,000.00	\$ 6,000.00
NPDES Administration	1	LS	\$ 2,000.00	\$ 2,000.00
Earthwork	1	LS	\$ 4,500.00	\$ 4,500.00
Sodding	800	SY	\$ 6.00	\$ 4,800.00
Silt Fence/Erosion Control	300	LF	\$ 3.00	\$ 900.00
Irrigation Repair and Replacement	1	LS	\$ 2,500.00	\$ 2,500.00
Dewatering	1	LS	\$ 8,500.00	\$ 8,500.00

825 Cross Street Outfall				
Item	Quantity	Units	Unit Cost	
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS	\$ 10,000.00	\$ 10,000.00
Demolition and Removal of Existing Asphalt Pavement and Base	85	SY	\$ 25.00	\$ 2,125.00
Demolition and Removal of Existing Drainage	306	LF	\$ 25.00	\$ 7,650.00
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA	\$ 1,500.00	\$ 4,500.00
Demolition and Removal of Existing Sidewalk/Driveway	61	SY	\$ 50.00	\$ 3,050.00
Demolition and Removal of Existing Railing	25	LF	\$ 25.00	\$ 625.00
Stormwater				
18” ADS HDPE (ADS N-12 or Equal) Installed	12	LF	\$ 90.00	\$ 1,080.00
18” Perforated Pipe with Sock Installed	268	LF	\$ 90.00	\$ 24,120.00
18” RCP Installed (Under Roadway)	38	LF	\$ 95.00	\$ 3,610.00
FDOT Index 250 Concrete Headwall	2	EA	\$ 6,500.00	\$ 13,000.00
FDOT Index 425-052 Type "C" Inlet	1	EA	\$ 5,000.00	\$ 5,000.00
18” Snout with Bioskirt	1	EA	\$ 3,500.00	\$ 3,500.00
Construction				
Construct 4” Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	86	SY	\$ 90.00	\$ 7,740.00
ADA Handrail and Wheel Stop	15	LF	\$ 150.00	\$ 2,250.00
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN	\$ 400.00	\$ 6,000.00
8-Inch Limerock Base (LBR 100)	85	SY	\$ 28.00	\$ 2,380.00
12-Inch Sandclay Stabilized Subgrade (LBR 40)	85	SY	\$ 30.00	\$ 2,550.00
Thermoplastic Striping	1	LS	\$ 1,500.00	\$ 1,500.00
Miscellaneous				
Layout/As-Builts	1	LS	\$ 2,000.00	\$ 2,000.00
Maintenance of Traffic	1	LS	\$ 6,000.00	\$ 6,000.00
NPDES Administration	1	LS	\$ 2,000.00	\$ 2,000.00
Earthwork	1	LS	\$ 4,500.00	\$ 4,500.00
Sodding	100	SY	\$ 6.00	\$ 600.00
Silt Fence/Erosion Control	300	LF	\$ 3.00	\$ 900.00
Irrigation Repair and Replacement	1	LS	\$ 2,500.00	\$ 2,500.00
Dewatering	1	LS	\$ 8,500.00	\$ 8,500.00

General (825 Cross & 445 Calhoun)				
Mobilization (Max 5% of Bid)	1	LS	\$ 14,500.00	\$ 14,500.00
Bonds (Max 2% of Bid)	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 290,800.00



**RFB No. 20-09-PS
National Fish and Wildlife Foundation (NFWF)
Drainage Improvements
825 Cross Street and 445 Calhoun Avenue**

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**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By:

Corporation

Name: J. Miller Construction, Inc.

Partnership

Address: 8900 Waring Rd

Individual

City, State, Zip: Pensacola, FL 32534

Other

Telephone No.: 850 494 0240

Fax No.: 850 494 0242

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

The correct name of the responsive bidder is:

J. Miller Construction, Inc.

The address of the principal place of business is:

8900 Waring Rd

Pensacola, FL 32534

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

a. Date of Incorporation: April 10, 2000

b. State of Incorporation: Florida

c. President's name: James. E Miller

d. Vice President's name: El: H. Miller

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: James E. Miller

3912 Crabtree Church Rd
Molino, FL 32577

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

a. Date of organization: _____

N/A

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

N/A

c. State whether general or limited partnership: _____

N/A

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

N/A

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

N/A

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

20

Under what other former names has your organization operated?

N/A

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

State of FLORIDA CBC 1255614

State of Florida CNC 1224629

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

NO

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

Experience of key individuals on
Attached document.

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

Shane Gibson Site Superintendent

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

Joe Passerelli

Beggs & Lane - 501 Commendencia St. Pensacola, FL 32502

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

5190 James E. Miller 3812 Crabtree Chard Rd Molino, FL 32577

4990 Eli H. Miller 3980 Hwy 91 Molino, FL 32577

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

N/A

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

		<u>Revenue Index Number</u>
a.	Government Related Work	7
b.	Non-Governmental Related Work	7
	Total Work (a +b):	14

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone
Harvesters Federal Credit Union	PO Box 5 Cantonment, FL	850 968-2233

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

24 Hours or less

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

N/A

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

N/A

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

N/A

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

NO

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

(Signed) _____

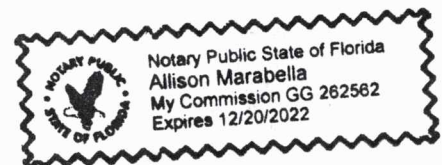
(Title) _____

Subscribed and sworn to before me

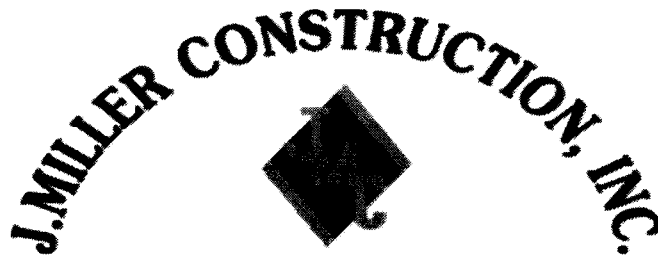
This 25th day of June, 2020

Notary Public (Signature)

My Commission Expires: 12-20-2022



END OF SECTION



Key personnel for Cross and Calhoun Avenues will be:

D. Frank Beovich, P.E., 39 years as a Professional Engineer. Frank served as the Engineering Manager for Okaloosa County Water and Sewer for 10 years, years of experience in Government Contracts and work, Design Team Management, and a host of other experience. Frank's expertise is invaluable. Detailed resume attached.

Tom Dulaney, 44 years in Commercial Construction Management, Estimating, Project Cost Analysis, Contract Review and execution, along with many other specialized experience. Tom is also MOT Certified – Certificate #24015. Detailed Resume attached.

Shane Gibson – 33 years in the Construction industry completing these specific types of projects, among others. Pertinent Experience letter attached.

James “Jimmy” Gonzalez- 20 years in construction. 7 Years with J Miller on Shane Gibson's Team. Jimmy brings quality field experience learned with a “hands on” approach. Jimmy is also a Qualified Stormwater Management Inspector #42844, as well as MOT Certified, Certificate #45106.

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 2
BID FORM**

Date: 6-25-2020
Primary Contact Tom Dulaney
Company: J Miller Construction, Inc
Address: 8900 Waring Rd Pensacola, FL 32534
Telephone: (950) 494 0240 Email: tomdulaney@jmillconstruct.com

RFB NO. 20-09-PS

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 City of Destin, Florida - RFB No. 20-09-PS, National Fish and Wildlife Foundation, 825 Cross Street and Cathlamet Avenue Drainage Improvements
2. This sworn statement is submitted by J. Miller Construction Inc. whose business address is 8900 Waring Rd Pensacola, FL 32534

and (if applicable) Federal Employer Identification Number (FEIN) is 59363824 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Eli H. Miller 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)

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

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

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

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

De F. Mills

(Signature)

Date: 6/25/20

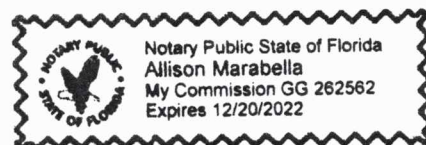
STATE OF FLORIDA
COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of June, 2020 and is personally known to me, or has provided as identification.

Allison Marabella
Notary Public

My Commission expires: 12-20-2022

END OF SECTION



RFB NO. 20-09-PS
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: J. Miller Construction, Inc

ADDRESS: 3900 Waring Rd

CITY: Pensacola STATE: FL ZIP CODE: 32534

TELEPHONE NUMBER: 850 494 0240

SIGNATURE: Eli H. Miller DATE: 6/15/20

NAME (TYPED OR PRINTED): Eli H. Miller

TITLE: Vice President

END OF SECTION

**RFB NO. 20-09-PS
ATTACHMENT NO. 5
BID BOND**

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

Signed, this 25th day of June, 2020

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB 20-09-PS, NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

Surety (Print Full Name):

J. Miller Construction, Inc.

FCCI Insurance Company

(Seal) Surety's Name and Corporate Seal

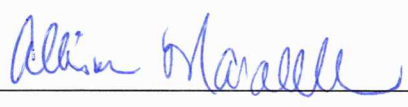
By: 

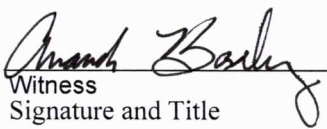
(L.S.) By: 

Signature (attach power of attorney)

Title: VICE PRESIDENT

Title: B. Doyle Campbell, Attorney-in-Fact

Attest: 

Attest: 

Witness

Signature and Title

Signature and Title

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

END OF SECTION



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

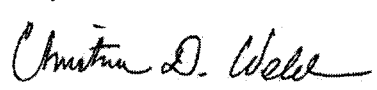
This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: 
Christopher Shoucair, President
FCCI Insurance Company

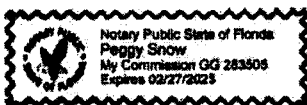



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



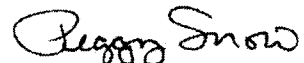

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



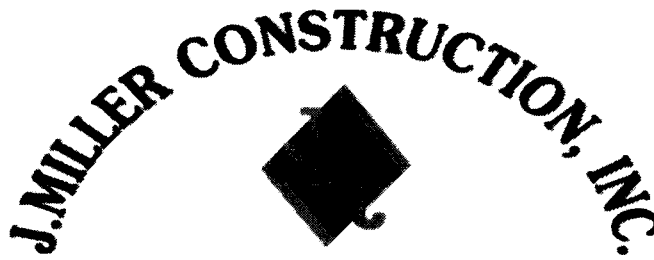

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25th day of June, 2020


Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary



June 25, 2020

Qualifications and Experience

J Miller Construction, Inc is a Certified Building Contractor, License CBC 1255614 and a Certified Utility Contractor, License CUC 1224629 and has been in business since April 10, 2000.

We are qualified with the Florida Department of Transportation. Please see attached Certificate of Qualification.

If we are awarded the project, we will submit our Contractor Application for the City of Destin immediately. The application has been completed and is attached for your reference.

J. Miller Construction, Inc has the experience and qualifications to complete all requirements pertaining to RFB No. 20-09-PS, NFWF Drainage Improvements, 825 Cross Street and 445 Calhoun Avenue. J Miller Construction prides itself on quality work, on time and within budget. Financial stability is of utmost importance in the industry and we take pride in our financial stability. Audited Financial Statements are attached.

J Miller Construction has completed multiple projects with similar scopes of work, and we are currently under contract to complete another with work in progress. This project type is one of our specialties. Some examples of similar/same project types are as follows:

Bayou Texar Outfall for the City of Pensacola. Started May 2020. Contract Amount \$487,079.40

Gaberonne Outfall completed in April 2020 for the City of Pensacola. Contract Amount \$974,246.72

Crary Road Bridge Replacement Over Pritchett Mill Creek (Environmentally Sensitive Area) – Completed June 2019 – Florida Department of Transportation-Contract Amount \$1,157,528.51

19th and Blackshear Outfall completed in July 2018 for the City of Pensacola. Contract Amount \$833,290.50

Key personnel for Cross and Calhoun Avenues will be:

D.Frank Beovich, P.E., 39 years as a Professional Engineer. Frank served as the Engineering Manager for Okaloosa County Water and Sewer for 10 years, years of experience in Government Contracts and work, Design Team Management, and a host of other experience. Franks expertise is invaluable. Detailed resume attached.

Tom Dulaney, 44 years in Commercial Construction Management, Estimating, Project Cost Analysis, Contract Review and execution, along with many other specialized experience. Tom is also MOT Certified – Certificate #24015. Detailed Resume attached.

Shane Gibson – 33 years in the Construction industry completing these specific types of projects, among others. Pertinent Experience letter attached.

James “Jimmy” Gonzalez- 20 years in construction. 7 Years with J Miller on Shane Gibson’s Team. Jimmy brings quality field experience learned with a “hands on” approach. Jimmy is also a Qualified Stormwater Management Inspector #42844, as well as MOT Certified, Certificate #45106.

Project Approach and Performance Differentiators

On June 15, 2020, Tom Dulaney, Estimator and Project Manager, visited the site. He walked and photographed the project area. He is very comfortable with the project scope and objectives as he has bid and managed the same types of project on numerous occasions.

We understand the scope as we have completed this type of work in the past and are currently in progress on this type of project for the City of Pensacola. We recognize that the project area is relatively small with the 10’ easement and that it is surrounded by residential neighborhoods. We will be strategic in our activities so that we do not encroach on neighboring properties. We know the importance of keeping area residents pleased with as little disruption as possible.

Our intent is to start at the outfall end of existing pipe with replacements, therefore allowing a **positive** outfall for the existing outfall at all times. We also recognize we will be dealing with the water table and will dewater in a permissible manner.

We are also aware that there are large trees that will have to be removed within the site. We have made provisions in our bid for a highly experienced Tree Surgeon to provide needed services.

J Miller has a plan in place for erosion and sediment control to prevent any turbidity or sediment loss from the site.

This project is located at an active roadway. Proper MOT will be used for the project in general and during installation of pipe crossing the roadway.

J Miller has been practicing budgets and cost controls for 20 years. This project will receive the same careful attention to maintain budgets and cost controls.

Applicable permits will be applied for with the appropriate agencies prior to commencement of permit required work.

Required permits and cost: NPDES Permit with Notice of Intent to Discharge from Florida DEP- \$250.00 to be paid by J. Miller Construction. And General Permit from City of Destin if required to be paid by J. Miller Construction.

Past Performance

Please see attached references for past completed projects. We are particularly proud of our DOT grade as that was our first ever DOT project.

To date, we have never been assessed liquidated damages of any kind. We have not failed to complete any project by the deadline. There have been delays due to weather and other circumstances beyond our control in this industry, but we resume as soon as possible.

Warranty

J. Miller Construction warrants workmanship for a period of 2 years from date of completion.

Material to be used and product warranty information attached

Tentative Construction Schedule

J Miller Construction, Inc	
RFB No. 20-09-PS Tentative Construction Schedule	
From Executed Contract Date	
Cross Street	Days
Order Materials	1-2
Mobilize	22-24
Set MOT	25
Demo	26-40
Pipe and Pre-Cast	41-50
Site Concrete	51-58
Railings	60
Fine Grade/Landscape	58-65
Demobilize	66
Calhoun Ave	
Mobilize	66-68
Set MOT	69
Demo	70-84
Pipe and Pre-Cast	85-94
Site Concrete	94-100
Railings	101
Fine Grade/Landscape	102-109
Demobilize	110

Other Information

J Miller Construction acknowledges that this project will require Certified Payroll for Davis Bacon Wages according to the rates in-attachment no. 6. J. Miller will comply as required.

J Miller Construction also acknowledges the Contract Provisions in attachment no. 7 and Federally Required Contract Clauses in attachment no. 8 and will comply as required.



ENGINEERING *and* CONSTRUCTION SERVICES

June 15, 2020

Mr. Eli Miller, Vice President
J. Miller Construction, Inc.
8900 Waring Road
Pensacola FL 32534

Re: Gaberonne Swamp Stormwater Pensacola Bay Watershed Improvements Langley Avenue
Diversion Box and Storm Conveyance Project
Project Completion and Warranty Activation

Dear Mr. Miller:

A final inspection has been performed to verify completion of the above-referenced project, and the infrastructure and landscape appear to have been constructed in accordance with the contract construction plans and specifications meeting City standards. Therefore, as of April 28, 2020, and by copy of this letter, these improvements are accepted for maintenance by the City of Pensacola and all warranties are hereby activated.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Derrik Owens".

for L. Derrik Owens, P.E., D.WRE
Director of Public Works and Facilities/City Engineer

LDO/sc

cc: Christopher King, Construction Inspector
Roger Williams, Stormwater Manager

CONTRACTOR'S PAST PERFORMANCE REPORT

J. MILLER CONSTRUCTION INC.
(Contractor Name)

8900 Waring Rd Penscola, FL 32534
(Address)

\$ 1,024,615.27
(Final Contract Amount)

Acierto-Kent, Georgina / D-3 Milton Operations
(Project Administrator/Firm or Residency)

432288-1-52-01
(FIN Project No.)

ESCAMBIA T3614
(County) (Contract No.)

0022 BRIDGE REPLACEMENT
(Type Of Work)

07-03-2019
(Date Final Accepted)

ANSWER ALL QUESTIONS

<u>Performance</u>	<u>Maximum Value</u>	<u>Rated Value</u>
1. Pursuit of the Work	12	<u>12</u>
2. Proper MOT and Minimize Impacts to Traveling Public	12	<u>12</u>
3. Timely and Complete Submittal of Documents	8	<u>8</u>
4. Timely Completion of Project	14/20 note #4	<u>14</u>
5. Coordination/Cooperation with CEI Personnel, Property Owners, and Utilities Company	10	<u>10</u>
6. Mitigate Cost and Time Overruns	12	<u>12</u>
7. Environmental Compliance	10/12 note #4	<u>10</u>
8. Conformance With Contract Documents	20	<u>20</u>
9. DBE Utilization	0/4 note #4	<u>0</u>
Total Score	98/110	<u>98</u>

Georgina T Acierto-Kent Digitally signed by Georgina T Acierto-Kent
Date: 2019.07.18 11:14:24 -05'00'

Project Administrator (signature)

Date

Resident Engineer (signature)

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 03
CONTRACTOR'S PAST PERFORMANCE RATING

Date of the Report:	July 18, 2019 Revised:07-18-2019	Original Contract Days:	120
FIN ID:	432288-1-52-01	Days Granted:	56
Contractor Number:	T3614	Weather Days:	62
Contractor:	J. MILLER CONSTRUCTION INC.	Allowable Contract Days:	238
Job Description:	CRARY ROAD OVER PRITCHETT MILL CREEK BRIDGE NO. 484048	Days Used as of Today:	238
Project Administrator:	Acierto-Kent, Georgina	Deficiency Ltr. Factor (DLF):	1

Contractor Performance Rating (Max. of 108):	98	Interim		Final	Yes
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CATEGORY 1 - Pursuit of the Work	Score (Max of 12):	12
	Pursuit of Work	97.00 %

From	To	Work Days	Pursued Days	Remarks
11-08-2018	11-30-2018	18	18	
12-01-2018	12-31-2018	26	25	
01-01-2019	01-31-2019	27	26	JMiller chose not to work on 1/26/19 with a 6 day WW Plan
02-01-2019	02-28-2019	24	24	
03-01-2019	03-31-2019	26	25	Non pursuit day 3/30
04-01-2019	04-30-2019	26	23	Non pursuit date 4/20, 4/27, 5/1
05-01-2019	05-31-2019	23	23	
06-01-2019	06-30-2019	20	20	
07-01-2019	07-03-2019	3	3	

CATEGORY 2 - Proper MOT & Minimize Impacts to Traveling Public	Score (max. of 12):	12
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 3 - Timely and Complete Submittal of Documents	Score (max. of 8):	8
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 4 - Timely Completion of Project	Score (max. of 20):	14
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CATEGORY 5 - Coordination/Cooperation with Construction Engineering Inspection Personnel, Property Owners and Utility Companies	Score (max. of 10):	10
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 6 - Mitigate Cost and Time Overruns	Score (max. of 12):	12
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 7 - Environmental Compliance	Score (max. of 10):	10
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 8 - Conformance With Contract Documents	Score (max. of 20):	20
	Quality of Work	100.00 %

From	To	Allowable Days	Quality Days	Remarks
11-08-2018	11-30-2018	23	23	
12-01-2018	12-31-2018	31	31	
01-01-2019	01-31-2019	31	31	
02-01-2019	02-28-2019	28	28	
03-01-2019	03-31-2019	31	31	
04-01-2019	04-30-2019	30	30	
05-01-2019	05-31-2019	31	31	
06-01-2019	06-30-2019	30	30	
07-01-2019	07-03-2019	3	3	

CATEGORY 9 - DBE Utilization	Score (max. of 4):	0
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Did the Contractor achieve or exceed the DBE availability percentage shown in the bid proposal?	No
If no DBE availability percentage shown in the bid proposal, did the Contractor achieve 8% or more DBE utilization?	No

Resource Management Service, LLC
5605 Woodbine Road
Pace, FL 32571
Office: 850-994-1130
Fax: 850-994-3806



August 11, 2015

TO WHOM IT MAY CONCERN:

It gives me great pleasure to write this letter of recommendation for J. Miller Construction Company, Inc. As District Manager, and more recently, Region Manager of Resource Management Service, LLC's Florida Region, I have worked directly with Jimmy, Eli, and crew for the last 8 years on countless projects similar to, although not the same scale as, the Ten Mile Creek Restoration Project. I, nor anyone at Resource Management Service, LLC has ever been disappointed or dissatisfied with the quality of work provided by J. Miller Construction. Our forest management operations are certified by the Sustainable Forestry Initiative and we have a long, successful history of managing forest lands through our commitment to environmental, social, and economic stewardship. The careful selection and use of top quality contractors such as J. Miller Construction is a significant contributor to our success. I have no reservation whatsoever in recommending J. Miller Construction for the Ten Mile Creek Restoration Project.

I am certain that J. Miller Construction will contribute to the success of the Ten Mile Creek Restoration Project should they ultimately be awarded the project. J. Miller is a very reliable, qualified, dependable, knowledgeable, and customer focused organization whose ethics and values, professionalism, and ability to make quality decisions on the fly are second to none. They have the equipment, they employ excellent, experienced, and local operators, and the Miller's themselves live and do business here in the local area. They have proven to be a cut above the other contractors we (RMS) have used in the past. I respectfully ask for your careful, yet favorable consideration with respect to allowing J. Miller Construction the opportunity to lead the restoration efforts of Ten Mile Creek. I am confident you will not regret your decision.

Should there be any questions regarding the detail and/or scope of the work performed by J. Miller Construction on RMS managed lands, or if I could be of further assistance, please do not hesitate to call. I can be reached at 850-994-3074.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ezekiel", is written over a horizontal line.

Matt Ezekiel
Manager – Florida Region
mezekiel@resourcemgt.com



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

August 12, 2015

SUBJ: LOW WATER CROSSING CONSTRUCTION

To whom it may concern:

The Northwest Florida Water Management District contracted with J. Miller Construction Co., Inc. to install one low water crossing on Cotton Creek Road. The project was within the Escambia River Water Management Area near McDavid, Florida and within the boundaries of the Escambia River Water Management Area.

The purpose of the project was to restore natural surface water drainage patterns, enhance wetland function, and improve the quality and timing of surface water runoff within the Escambia River floodplain while allowing for large vehicle traffic.

J. Miller Construction Co., Inc. provided the labor and equipment to remove and stockpile approximately 130 cubic yards of in-situ soil and install one hardened low water crossing. The low water crossing consisted of a layer of geotextile fabric covered with nine inches of 2"-4" diameter coarse aggregate with a maximum L.A. abrasion loss of 35%. The low water crossing was then covered with three inches of #5 coarse aggregate to provide a smoother driving surface.

J Miller Construction Co., Inc. successfully performed the installation within the budget and within the designated time frame.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Chaisson".

Linda Chaisson, P.E.
Associate Hydrologist
850-539-2662
Linda.Chaisson@nwfwater.com

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

THREE³RIVERS

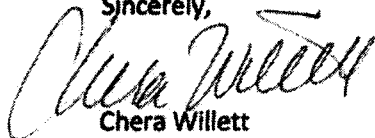
Resource Conservation & Development Council, Inc.

August 12, 2015

On behalf of Three Rivers Resource Conservation & Development, It is without hesitation that I can say J. Miller Construction comes highly recommended. Jimmy Miller is an expert in his field and it has been a pleasure working with his company for over 15 years now. J. Miller Construction has completed numerous restoration projects with Three Rivers RC&D on Eglin Air Force Base.

The dedication and experience that J. Miller Construction has with stream restoration/stabilization will be very beneficial. Eglin Air Force Base has been very pleased with the work and professionalism of J. Miller Construction and staff. Please feel free to call us at anytime with any questions you may have.

Sincerely,



Chera Willett



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 20, 2020

J. MILLER CONSTRUCTION INC.
8900 WARING RD
PENSACOLA, FLORIDA 32534

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

**If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cg



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MILLER, ELI H

J MILLER CONSTRUCTION INC
8900 WARING ROAD
PENSACOLA FL 32534

LICENSE NUMBER: CBC1255614

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MILLER, ELIH

J MILLER CONSTRUCTION INC
8900 WARING ROAD
PENSACOLA FL 32534

LICENSE NUMBER: CUC1224629

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

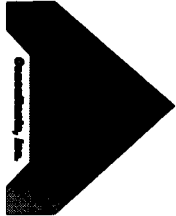


This Certifies that
James Gonzalez

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 10/30/2022 Certificate # 45106
Instructor: Ronald C. Appel FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



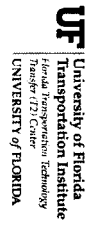


This Certifies that
Thomas A. Dulaney

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 12/22/2020 Certificate # 24015
Instructor: Gordon Bureson FDOT Provider # 36

T2 Center/University of Florida
Phone: 352-273-1685
2100 NE Waldo Road
Gainesville,
TX 32601
T2cette@ufl.edu
dkpage@ufl.edu





Department of Environmental Protection

2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

James Gonzalez
8900 Waring Road
Pensacola, FL 32534

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM
James Gonzalez
Class Date May 9, 2019 *Inspector Number* 42844

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

James Gonzalez

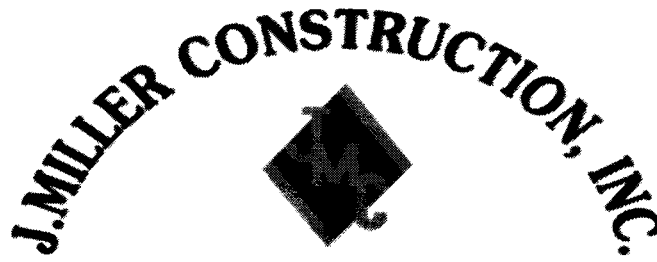
has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

Hal Lunsford
Statewide Training Coordinator

May 9, 2019

Inspector Number 42844

Kevin Coyne
WQRP Program Administrator



June 24, 2020

Following is Specific Project Experience for Terry “Shane” Gibson working within environmentally sensitive areas along with installation and /or replacement of stormwater outfalls.

Since Shane Gibson has been employed with J. Miller Construction, over 40 stormwater outfall projects have been completed for multiple agencies, including, The City of Pensacola , Florida Department of Transportation and Escambia County. Projects ranging in amounts between \$50K and \$1.5M. Shane has been an integral part of these projects.

In completing multiple Erosion Control Projects at Eglin AFB, Shane has facilitated the stabilization of adjacent stream banks including the removal of old timber bridges and trestles all while protecting the integrity of the environmentally sensitive areas.

Shane was also instrumental in the repair of Main Street (Downtown Pensacola) Flood Repairs located at the end of Coyle Street where the April 2014 Flood blew out a portion of Main Street into a man-made stream that the City of Pensacola had previously rehabilitated to enhance the quality of runoff going into Pensacola Bay. On this project, we removed approximately 200 cubic yards of silt from the stream, replaced rip-rap channelizers and replanted wetlands plants that had been destroyed by the influx of silt.

J. Miller Construction has been hired on multiple occasions by the Northwest Florida Water Management District (NWFLWMD) to mitigate old stream crossings that had impeded the natural flow of water. Shane has been instrumental in the removal of the old crossings while protecting the existing vegetation and installing the new low water crossings so that the water could reclaim its natural flow. We have completed several of these job types for NWFLWMD.

Thomas "Tom" Dulaney

Milton, FL

Experience

J. Miller Construction, Inc, Pensacola, FL
Project Manager/Estimator
2013 to Present

Commercial estimating, bidding, project management, project material procurement, contract review and execution. Primary project focus for County and City Government to include concrete construction, road and highway construction, storm water collection and erosion control.

Needle Development, Atlanta, GA
Construction Manager
2009 to 2013

Initial project analysis, site selection and evaluation, land use analysis, site development, design team selection and management, scheduling, construction management and coordination, city/county/state re-zoning applications, environmental impact, permitting and plan review and cost analysis. Proposals, Contract Review and Execution, Expertise in Residential Development and Infrastructure, Utilities Construction, Highway and Bridge Construction.

TMC Construction, Atlanta, GA
Construction Manager
1976 to 2008

Initial project analysis, site selection and evaluation, land use analysis, site development, design team selection and management, scheduling, construction management and coordination, city/county/state re-zoning applications, environmental impact, permitting and plan review and cost analysis. Expertise in Residential Development and Infrastructure, Utilities Construction, Highway and Bridge Construction.

Education

Georgia Tech University, Atlanta, GA BS Civil Engineering 1975

Dominic Frank Beovich III, P.E.
8900 Waring Road
Pensacola, FL 32534
(850)380-8064
frank@jmillierconstruct.com

March 2015 to Present – Project Manager

J. Miller Construction, Inc., Pensacola, FL – Responsible for estimating, bidding, project management, subcontract preparation, subcontractor management, material procurement, contract progress pay application billing, marketing, as-built drawings, compliance with regulatory codes and statutes. Primary areas of expertise include commercial site work, residential development infrastructure, environmental storm water collection and treatment facilities, utilities construction, roadway and highway construction.

2009 to February 2015 – Regional Manager/Project Manager

J2 Engineering, Inc, Pensacola, FL – Responsible for the day to day management of personnel and assigned projects. These duties include development of pre-construction plans including the Safety, Accident Prevention, Demolition, Quality Control and Environmental plans. Drafts and implements Cost-Loaded Project Schedules in Primavera P6 and SureTrak. Negotiates subcontracts for all aspects of work. Corresponds regularly with government contracting officials (both written and verbally). Drafts letters, requests for information, project schedule updates and invoice documentation. Supervises project management and field construction personnel associated with ongoing projects. Involved with corporate marketing efforts. Prepares and submits construction project bids.

2008 to 2009 – Pensacola Area Manager

J.B. Coxwell Contracting, Jacksonville, FL – Responsibilities include estimating, bidding, management, subcontractor coordination, marketing, scheduling, subcontractor billing, as-built drawings and compliance with regulatory codes and statutes. Primary areas of expertise include environmental water, wastewater, and storm water construction in addition to road and highway construction.

2003 to 2008 – Engineer and Estimator

Chadbourne Construction, Pensacola, FL – Responsible for estimating, bidding, subcontract preparation, contract execution, material procurement, subcontractor coordination, marketing, subcontractor billing, as-built drawings and compliance with regulatory codes and statutes. Primary areas of expertise include commercial site work, residential development infrastructure, environmental storm water collection and treatment facilities, roadway and highway construction.

2001 to 2003 – Project Manager

Hatch Mott MacDonald, Pensacola, FL – Responsible for marketing, engineering proposals, design team management, project design, permitting, project specifications, bid documents, bid openings, invoicing and collections. Primary areas of expertise include commercial development, residential development infrastructure, environmental storm water and treatment facilities, utilities, roads and highway design.

1991 to 2001 – Engineering Manager – Okaloosa County Water and Sewer

Okaloosa County, Ft. Walton Beach, FL – Responsible for Engineering Department operations including development plan review, budget preparations, public interaction, ordinance amendments, utilities construction, inspections and in-house project designs, permitting, inter-local governmental coordination. Duties also included operational management of wastewater collection and treatment facilities, potable water supply and transmission facilities, construction and maintenance, and regulatory compliance.

1985 to 1991 - Project Engineer

Barrett, Daffin and Carlan, Inc, Pensacola, FL – Responsible for the design and permitting of commercial, government and residential projects. Designs included Escambia County Florida road projects, Escambia County Utility Authority utility projects, Santa Rosa Island Authority infrastructure projects as well as project construction administration.

1981 to 1985 - Engineer and Inspector

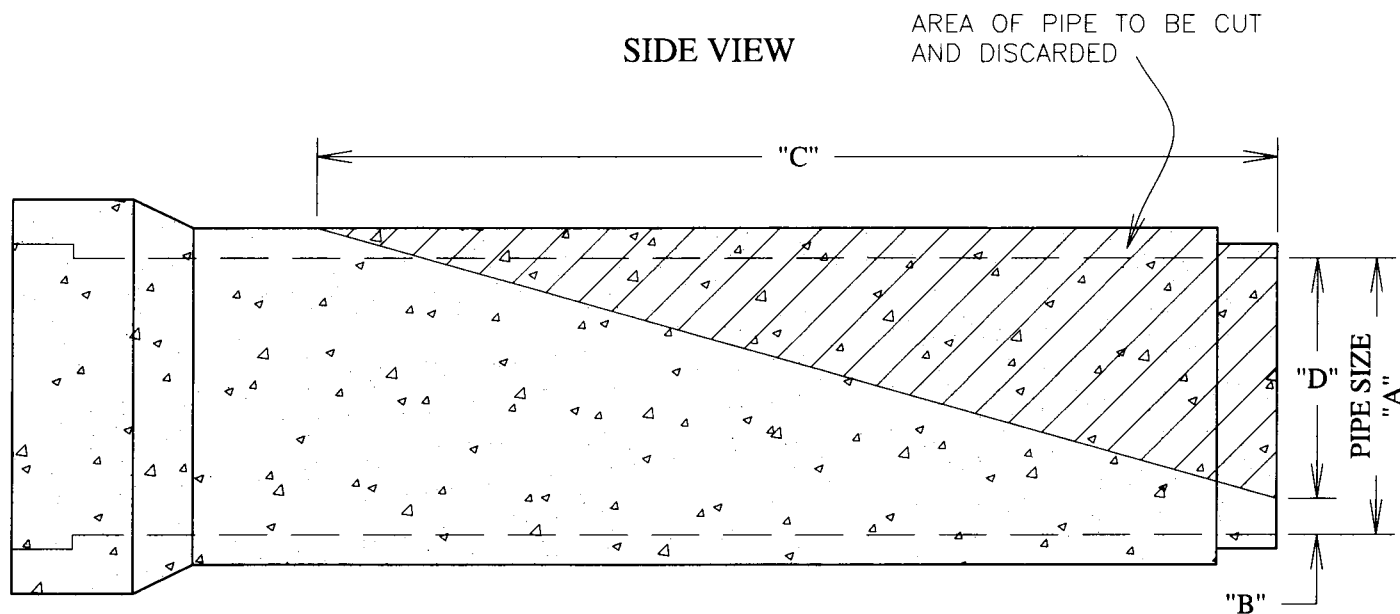
Baskerville Donovan Engineers, Pensacola, FL – Responsible for design and permitting of private and government projects, management of inspectors for utilities and site work projects, threshold inspections of multi-story building, owner and developer billings, and inspection reports.

Certifications

Florida Professional Engineer #38543
Florida Certified Underground Utility Contractor #CUC1223952
Mississippi Professional Engineer #18456
Construction Lien Law Certification
Excavation, Trenching and Underground Safety Certification
Basic Workers Compensation Certification
Basic Business Practice Certification
Advanced Building Code Certification
Contract Review Certification
Workplace Safety and OSHA Certification
Current Changes to Chapters 471 and 455 Florida Statutes Certification
Transportation Workers Identification Certification (TWIC)
OSHA 30 Hour Certification
OSHA Competent Person
USACE Quality Control Management Certification

Education

B.S., Civil Engineering, 1981
Auburn University, Auburn, AL



4:1 RATIO				
PIPE SIZE "A"	"B"	"C"	"D"	APPROX. WEIGHTS
15"	3"	48"	12"	887 lbs
18"	3"	60"	15"	1,091 lbs
24"	3"	84"	21"	1,533 lbs
** 30"	3"	108"	27"	5,567 lbs
** 36"	3"	132"	33"	6,121 lbs
** 42"	3"	156"	39"	6,700 lbs
** 48"	3"	180"	45"	7,536 lbs
*** 54"	3"	204"	51"	13,015 lbs

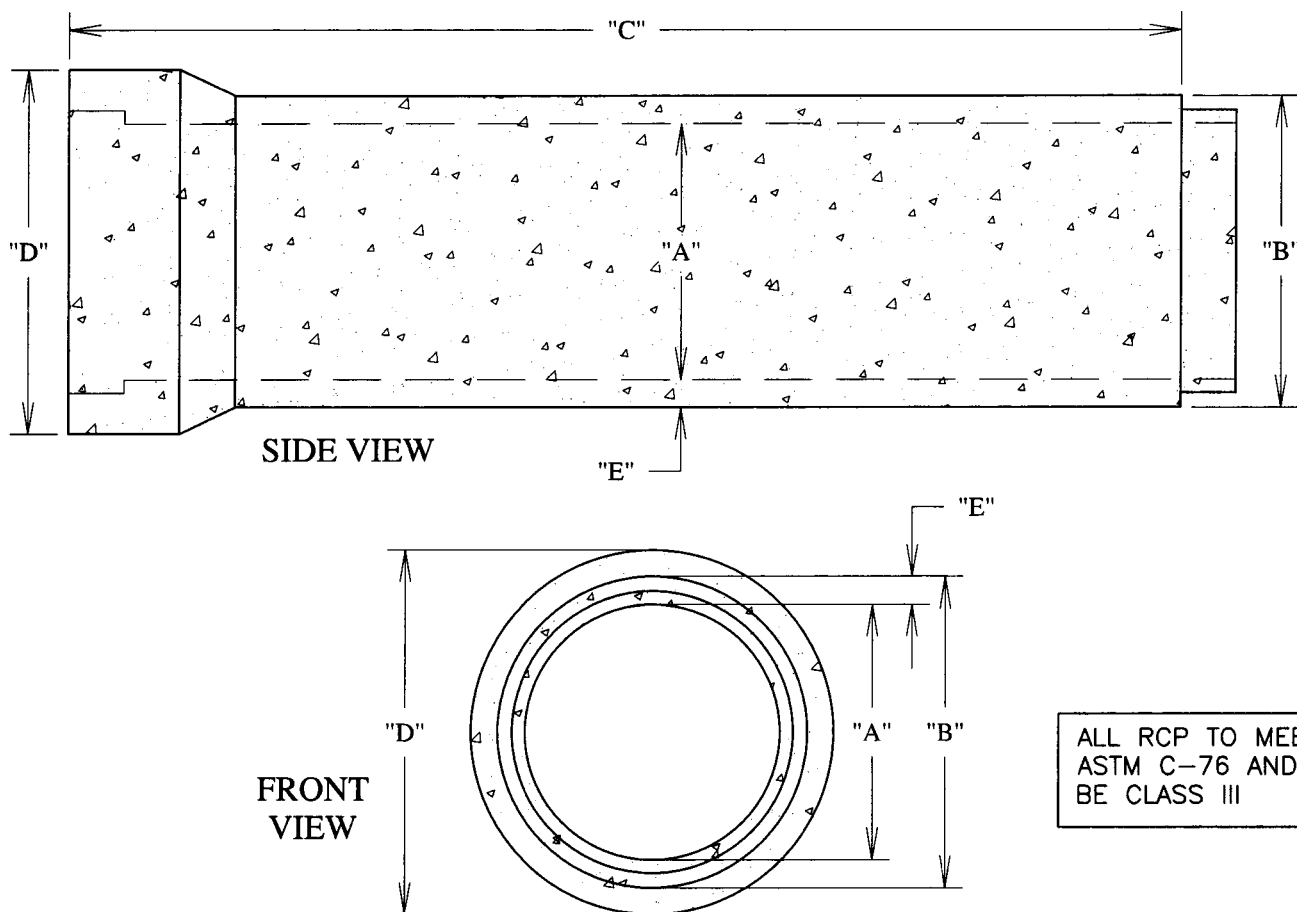
** – REQUIRES 2 LENGTHS OF PIPE

*** – REQUIRES 3 LENGTHS OF PIPE

1. AVAILABLE IN GOOD BELL & GOOD SPIGOT VARIETES
2. AVAILABLE IN OTHER RATIOS UPON REQUEST

NOT TO SCALE
DIMENSIONS SUBJECT TO
SITE SPECIFIC CHANGES.

PRODUCT		DATE	SECTION.PAGE
MITERED END SECTION CIRCULAR REINFORCED CONCRETE PIPE	SOUTHEASTERN  PIPE & PRECAST, INC.	10/31/08	01.03



PIPE SIZE	INSIDE DIAMETER "A"	OUTSIDE DIAMETER "B"	LAYING LENGTH * "C"	OUTSIDE BELL DIAMETER "D"	WALL THICKNESS "E"	APPROX. WEIGHTS
15"	14.875"	19.875"	100"	23"	2.50"	1,109 lbs
18"	18"	23.50"	100"	26.75"	2.75"	1,474 lbs
24"	23.75"	30.75"	100"	32.75"	3.50"	2,402 lbs
30"	29.625"	38.125"	100"	39.50"	4.25"	3,711 lbs
36"	35.875"	44.625"	98"	45.75"	4.375"	4,501 lbs
42"	42"	51.00"	98"	52.25"	4.50"	5,403 lbs
48"	48"	57.875"	98"	58.25"	4.9375"	6,729 lbs
54"	53.875"	64.375"	98"	64.75"	5.25"	8,034 lbs
60"	59.875"	71.875"	96"	74.875"	6.00"	10,500 lbs

* LAYING LENGTH PER PIPE SIZE VARIES SLIGHTLY,
BUT 96" IS TYPICALLY USED FOR RUN CALCULATIONS.

NOT TO SCALE
DIMENSIONS SUBJECT TO
SITE SPECIFIC CHANGES.

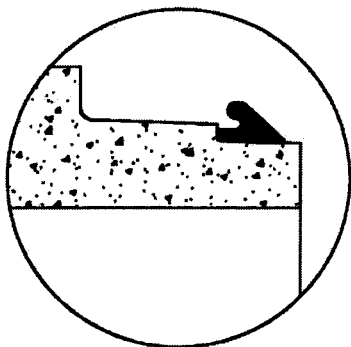
PRODUCT		DATE	SECTION.PAGE
REINFORCED CONCRETE PIPE (CIRCULAR)	SOUTHEASTERN © PIPE & PRECAST, INC.	01/12/17	01.01



TYPE 4G & 4F PROFILE

FOR SINGLE-STEP PIPE AND MANHOLE JOINTS

TYPE 4G & 4F Profile Gaskets were developed specifically to meet the needs of contemporary concrete pipe joint designs. Their unique design and superior quality provide the perfect match for reliable sealing of underground collection systems.

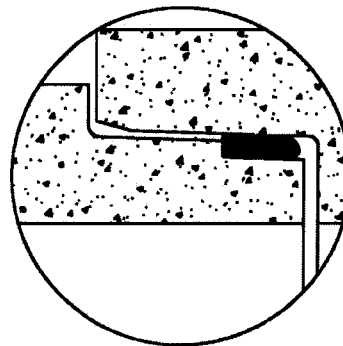


How They Work

- Wedge design reduces homing force while it concentrates sealing force.
- Gasket slope creates an entrance angle that helps center the pipe during installation.
- Unique "Swayback" design reduces pushback during pipe installation.
- Increased rubber mass provides more gasket contact area between gasket and pipe.
- Less likely to roll, pinch, or break bells.
- Installation is simple and easy.

Applications

- Sanitary Concrete Pipe Joints
- Stormwater Concrete Pipe Joints
- Manhole Joints
- Box Culvert Joints
- Elliptical Concrete Pipe Joints



Why They Are Better

- Rubber compounds were developed specifically for concrete pipe sealing.
- Each profile design has been analyzed and optimized for a specific joint configuration.
- Extrusion process is laser-controlled for precise, consistent sizing.
- Every production run is tested and certified by our in-house laboratory before being released for production.
- Automated processing equipment eliminates variability in sizing.
- 100% final inspection guarantees quality of the finished product.

How They Perform

TYPE 4G & 4F PROFILES meet or exceed all requirements of **ASTM C 443** and **ASTM C 1619**

Press-Seal believes all information is accurate as of its publication date. Information, specifications, and prices are all subject to change without notice. Press-Seal is not responsible for any inadvertent errors. Copyright 2012.

Phone: 800-348-7325
Fax: (260) 436-1908

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ISO 9001:2008 Registered • ISO/IEC 17025 Accredited

Email: sales@press-seal.com
Web: www.press-seal.com

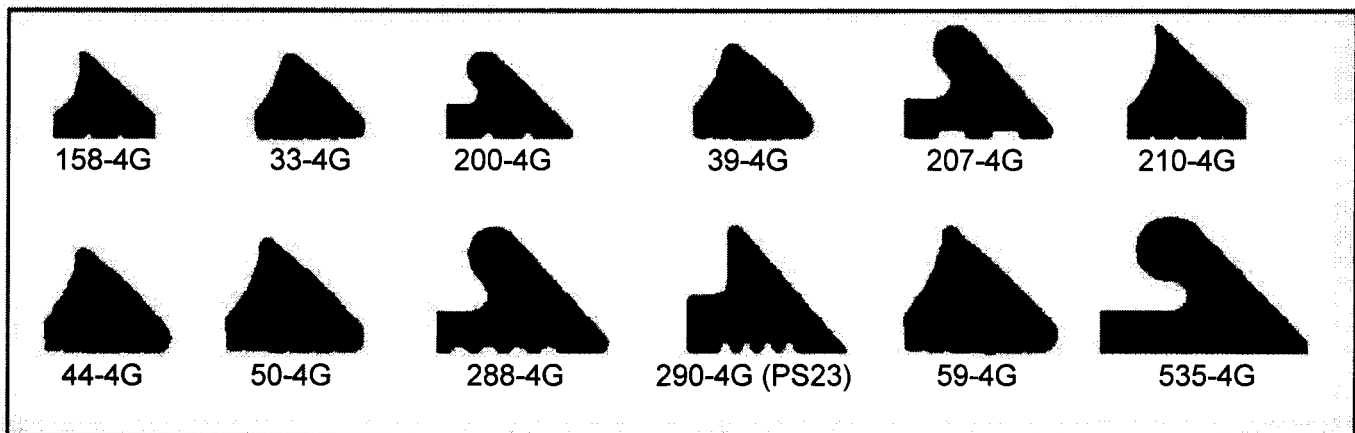
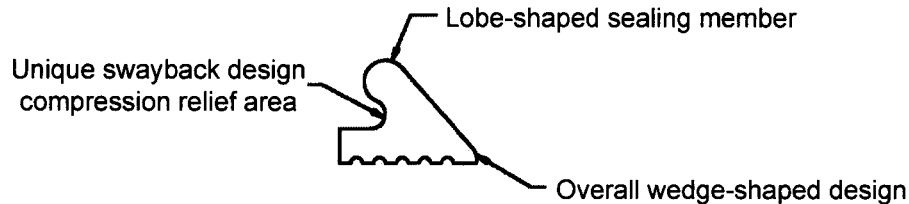


TYPE 4G & 4F PROFILE

FOR SINGLE-STEP
PIPE AND MANHOLE
JOINTS

Type 4G and 4F gaskets offer simple installation and reduced assembly forces for a more reliable seal.

Available for Concrete Pipe, Manholes and Box Culverts.



Type 4G & 4F gaskets meet and/or exceed the physical property requirements of

ASTM C 443 - Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets

and

ASTM C 1619 - Standard Specification for Elastomeric Seals for Joining Concrete Structures

Type 4G & 4F gaskets are available in regular and oil-resistant compounds.

Contact our Customer Service Department for ordering information.

Gasket Type	Gasket Height (Inch)	Gasket Height (mm)	Typ. Annular Space (Inch)	Typ. Annular Space (mm)
33-4G	.610	15.5 mm	.326	8.3 mm
39-4G	.685	17.4 mm	.380	9.6 mm
200-4G	.700	17.8 mm	.400	10.2 mm
207-4G	.818	20.8 mm	.446	11.3 mm
210-4G	.826	21.0 mm	.446	11.3 mm
44-4G	.732	18.6 mm	.446	11.3 mm
50-4G	.799	20.3 mm	.500	12.7 mm
288-4G	.908	23.1 mm	.500	12.7 mm
290-4F (PS-23)	.918	23.3 mm	.500	12.7 mm
59-4G	.890	22.6 mm	.600	15.2 mm
535-4G	.970	24.6 mm	.600	15.2 mm
158-4G	.608	15.4 mm	.765	19.4 mm

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ISO 9001:2008 Registered • ISO/IEC 17025 Accredited

Email: sales@press-seal.com
Web: www.press-seal.com

VER
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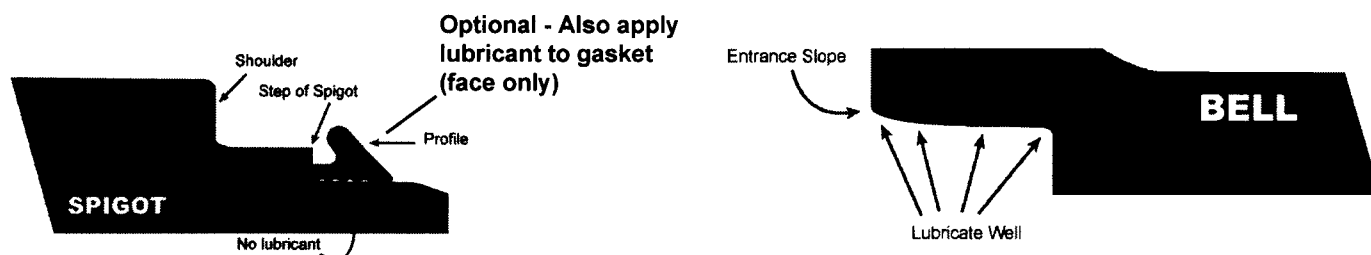


CONCRETE PIPE and MANHOLE GASKETS

TYPE 4G and 4F GASKET INSTALLATION

Type 4G and 4F gaskets manufactured by Press-Seal Corporation have proved to be one of the most reliable gasket systems ever developed for concrete pipe. It is easy to ensure the best performance of the 4G and 4F gaskets by following these simple installation steps.

1. The pipe should be handled with extreme caution to avoid chipping of the spigots or bell grooves.
2. Check for and remove any loose dirt, debris or foreign material from the inside surface of the bell, spigot and gasket
3. Stretch the gasket over the spigot end of the pipe and move it back until it is seated against the step of the spigot. Always place squared area of gasket against pipe and step.
4. The gasket should be equalized by inserting a clean round metal object between the gasket and manhole and making at least 1 -1/2 revolutions around the manhole. The gasket can also be equalized by slightly tugging/pinching the gasket at different points around the manhole.
5. After equalization, ensure the rear of the gasket is seated firmly against the spigot step, around the full circumference of the spigot.
6. Remove all dirt and other foreign matter from the inside surface of the bell. Using Press-Seal lubricant formulated especially for concrete pipe, lubricate the entire bell area of the joint. Be sure to coat the entrance slope of the bell thoroughly with lubricant. It is important that the gasket grips the spigot during installation, so that it is not displaced from the step.



7. Carefully align pipe sections squarely and bring home slowly, so that the gasket makes contact with the bell entrance slope evenly around the entire pipe joint.
8. Complete installation by following pipe manufacturer's recommended bedding and backfilling practices.

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PRESS-SEAL CORPORATION

Providing products and services that protect our planet's clean water supply

January 2, 2019

RE: National Precast Concrete Association (NPCA)
Quality Control Manual for Precast Concrete Plants, 13th Edition,
Published January 2018.

To Our Customers:

Press-Seal Corporation hereby certifies conformance with requirements of the above-published NPCA Quality Control Manual as follows:

1. Press-Seal Corporation is currently registered to ISO 9001:2015
2. Press-Seal Corporation meets or exceeds the requirements for testing rubber physical properties for each rubber compound for each specification (as required under Section 6.2.1.8 part 1, and Section 6.3.5, part 1); and
3. Press-Seal Corporation meets or exceeds the requirements for measurement of critical gasket physical characteristics (as required under Section 6.2.1.8 part 2, and Section 6.3.5, part 2); and
4. Press-Seal Corporation maintains records of these tests and measurements as required under Manual Sections 6.2.1.8 and 6.3.5 for Gasket Quality Control for a period of at least one year; and
5. Press-Seal Corporation has an integrated system for additional testing of products in the event that measurements obtained from samples are not within acceptable tolerances. Material which is not in conformance with requirements is segregated from usable stock and is positively precluded from use or transfer.

Certified by:

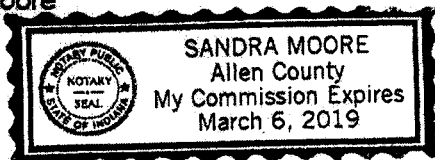
Brad Carpenter, Quality Manager

County of Allen)
State of Indiana)

Sworn before the subscribed in my presence, this 2nd day of January 2019.

Sandra Moore

Notary Public.





PRESS-SEAL CORPORATION

Providing products and services that protect our planet's clean water supply

January 2, 2019

CERTIFICATE OF COMPLIANCE

This is to certify that the PROFILE GASKETS supplied by Press-Seal Corporation, 2424 W. State Boulevard, Fort Wayne, Indiana, are manufactured in the United States of America using North American and globally sourced components and meet or exceed the Specification requirements of ASTM C 443 for standard rubber gaskets, ASTM C 1619, Class C and E for rubber gaskets.

This certification does not guarantee any field application or testing performance criteria. These criteria are controlled by product dimensions and tolerances, as well as field installation conditions and techniques, which are outside the control of the manufacturer.

Sincerely,
PRESS-SEAL CORPORATION

Brad Carpenter
Quality Manager



SOUTHEASTERN PIPE & PRECAST, INC.

2900 N. Highway 95 A
Cantonment, FL 32533
Office: (850) 587-PIPE (7473)
Fax: (850) 587-3026



Updated: 04/16/20

Precast Mix Design #1

1.5 cubic yard SCC
(4,000 psi)

Mix Breakdown

Coarse - 2,000 lbs ±

Mine # AL 149

Fine - 2,500 lbs ±

Mine 60-718

Cement - 940 lbs ±

ARGOS Cement

Water - 375 lbs ± / 44.96 Gallons

Cottage Hill Water Works

w/c ratio - 0.41 ±

Addmixes:

Plastol 5700 (water reducer) – 30 oz
APL 924-006-010

*** Batch needs to mix in the mixer for no less than 5 minutes**

ADS N-12® PLAIN END PIPE (PER ASTM F2648) SPECIFICATION

Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 plain end pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

Pipe Requirements

ADS N-12 plain end pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4- through 60-inch (100 to 1500 mm) pipe shall meet ASTM F2648.
- Manning's "n" value for use in design shall be 0.012.

Joint Performance

Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of ASTM F2648.

Gasketed connections shall incorporate a closed-cell synthetic expanded rubber gasket meeting the requirements of ASTM D1056 Grade 2A2. Gaskets, when applicable, shall be installed by the pipe manufacturer.

Fittings

Fittings shall conform to ASTM F2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material, and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted) or Class 2 (minimum 90% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.02. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.

Pipe Dimensions

Nominal Diameter, in (mm)													
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.* in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)

*Pipe O.D. values are provided for reference purposes only, values stated for 12 through 60-inch are ± 1 inch. Contact a sales representative for exact values

**All diameters available with or without perforations.

STATEMENT OF LIMITED WARRANTY:

a) Limited Warranty. Subject to the limitations and exclusions set forth below, Seller warrants that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.

b) Warranty Limitations and Exclusions.

(i) For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications and guidelines, manufacturer's installation recommendations and other applicable laws. Specifically excluded from the warranty are damages to the products arising from ordinary wear and tear, alteration or repair by anyone other than Seller, accident, misuse, abuse or neglect, or any other event not caused by Seller.

(ii) Seller's obligation under this warranty shall not include any transportation charges or costs of installation.

(iii) Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary or expand the express warranty set forth above.

(iv) IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including loss of production and profits, labor and materials, overhead costs or other loss or expenses incurred by Buyer or any third party.

(v) TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) Claims: Remedies. All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, 4640 Trueman Boulevard, Hilliard, Ohio 43026, no later than sixty (60) days after Buyer's discovery of defects in the products for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace those products determined by Seller to be defective and covered by this warranty. The supply of replacement products is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.

J. MILLER CONSTRUCTION, INC.
FINANCIAL STATEMENTS AND
SUPPLEMENTARY SCHEDULES
YEAR ENDED DECEMBER 31, 2019

J. MILLER CONSTRUCTION, INC.

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L.L. SIMMONS, CPA, P.A.

CERTIFIED PUBLIC ACCOUNTANT

**3008 Langley Avenue
Pensacola, Florida 32504**

To the Board of Directors and Stockholders
of J. Miller Construction, Inc.

Accountant's Audit Report

We have audited the accompanying balance sheets of J. Miller Construction, Inc. (an S Corporation) as of December 31, 2019 and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of J. Miller Construction, Inc. as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

L.L. Simmons, CPA, P.A.

L.L. Simmons, CPA, P.A.
Pensacola, Florida
April 3, 2020

J. MILLER CONSTRUCTION, INC.

BALANCE SHEET

DECEMBER 31, 2019

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$1,497,696
Contract Receivables	1,959,847
Costs and estimated earnings in excess of billings on uncompleted contracts	176,171
Employee Advances Receivable	<u>890</u>

TOTAL CURRENT ASSETS **\$ 3,634,604**

PROPERTY AND EQUIPMENT

Construction equipment and vehicles	\$ 6,236,010
Office furniture and equipment	<u>2,031</u>
	6,238,041
Less accumulated depreciation	<u>6,006,780</u>

TOTAL PROPERTY AND EQUIPMENT **\$ 231,261**

OTHER ASSETS

Deposits	\$ 0
----------	------

TOTAL OTHER ASSETS **\$ 0**

TOTAL ASSETS **\$ 3,865,865**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

BALANCE SHEET

DECEMBER 31, 2019

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 569,083	
Notes Payable	563,019	
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>776,073</u>	
TOTAL CURRENT LIABILITIES		\$1,908,175

LONG-TERM DEBT LESS CURRENT MATURITIES	\$ 720,456
---	-------------------

STOCKHOLDER'S EQUITY

Common Stock, \$1.00 par value, authorized 10,000 shares; issued, 10,000 shares	\$ 10,000	
Additional paid-in capital	0	
Retained earnings	<u>1,227,234</u>	
TOTAL STOCKHOLDER'S EQUITY		<u>\$1,237,234</u>

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u>\$3,865,865</u>
---	---------------------------

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2019

Contract revenues	\$15,868,835
Cost of contract revenues	<u>14,141,344</u>
Gross Profit	1,727,491
General and administrative expenses	<u>342,644</u>
Income from operations	1,384,847
Other Income	<u>133,143</u>
Net Income	<u>\$ 1,517,990</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2019

Balance, beginning of year	\$ 1,009,798
Net Income	1,517,990
Distributions to Stockholders	<u>(1,300,554)</u>
Balance, end of year	<u>\$1,227,234</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 1,517,990	
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	776,869	
(Increase) Decrease in:		
Receivables	(747,088)	
Employee Advances	(150)	
Cost and estimated earnings in excess of billings on uncompleted contracts	(81,767)	
Increase (Decrease) in:		
Accounts payable	185,315	
Billings in excess of cost and estimated earnings	474,615	

NET CASH PROVIDED BY OPERATING ACTIVITIES **\$2,125,784**

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment and Vehicles	<u>(252,139)</u>
------------------------------------	------------------

NET CASH USED FOR INVESTING ACTIVITIES **\$(252,139)**

CASH FLOWS FROM FINANCING ACTIVITIES

Decrease in Notes Payable to Bank	(103,162)
Distributions to stockholders	<u>(1,300,554)</u>

NET CASH USED FOR FINANCING ACTIVITIES **\$(1,403,716)**

INCREASE IN CASH **\$ 469,929**

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR **\$ 1,027,767**

CASH AND CASH EQUIVALENTS AT END OF YEAR **\$ 1,497,696**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2019

NOTE A - SIGNIFICANT ACCOUNTING POLICIES

Company's Activities and Operating Cycle

The Company is a general contractor, performing contracts for the construction and/or installation of up to two story buildings, infrastructure, sewer and water expansion projects, remodeling (commercial & residential), concrete and asphalt parking lots, land clearing maintenance such as grading dirt roads, gutter clearing, etc. The work is performed under fixed-price and cost-plus fee contracts. The length of the Company's contracts varies, but is typically less than one year.

Recognition of Contract Revenues and Costs

Revenues and costs from long-term construction contracts are recognized on the percentage-of-completion method, measured by the percentage of direct costs incurred to total estimated direct costs. This method is used because management considers expended costs to be the best available measure of progress on these contracts.

Contracts costs include direct material, labor, subcontract costs and those indirect costs related to contract performance such as indirect labor, supplies, tools, repairs and depreciation costs. General and administrative expenses are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and related profitability, including those arising from contract penalty provisions and final contract settlements that may result in revision to costs and income, are recognized in the period in which the revisions are determined.

The asset "Costs and earnings on uncompleted contracts in excess of related billings" represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues earned.

CASH EQUIVALENTS

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2019.

J. MILLER CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE A - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed over the estimated useful lives of the related assets. The useful lives of property and equipment for purposes of computing depreciation are:

Construction equipment and vehicles	3 - 7 years
Office equipment	5 - 10 years
Buildings	25 years

Income Taxes

The company has elected, with the consent of its stockholders, to be taxed as an "S" corporation under Internal Revenue Code Section 1362 and a similar section of the state Code. An S corporation does not generally pay income taxes but, instead, its stockholders are taxed on the Company's income. Therefore, these statements do not include any provision for corporate income taxes.

NOTE B - UNCOMPLETED CONTRACTS

Information regarding uncompleted contracts is as follows:

Total adjusted contract price	<u>\$ 15,358,937</u>
Costs incurred	\$ 2,201,759
Earnings recognized	<u>601,110</u>
	\$ 2,802,869
Less billings to date	<u>3,402,771</u>
	<u><u>\$ (599,902)</u></u>

Included in the accompanying balance sheet under the following caption:

Cost and earnings on uncompleted contracts in excess of related billings	\$ 176,171
Billings in excess of cost and estimated earnings on uncompleted contracts	<u>776,073</u>
	<u><u>\$ (599,902)</u></u>

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE C - MAJOR CUSTOMER

The Company rendered construction services for the Florida Department of Transportation. Revenue from such contract represented 10% of the Company's revenue from operations for the year. Furthermore, the Company rendered construction services for the Santa Rosa County, Board of County Commissioners. Revenue from such contract represented 10% of the Company's revenue from operations for the year.

NOTE D - LONG TERM DEBT

Long Term Debt consists of the following at December 31, 2019:

Secured:

- 1) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$564.67 through August 18, 2024. Such note is secured by a 2018 Ford F250.
- 2) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$549.36 through August 18, 2024. Such note is secured by a 2017 Ford F250.
- 3) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$665.90 through August 18, 2024. Such note is secured by a 2019 Ford F250.
- 4) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$1,127.46 through August 18, 2024. Such note is secured by a 2019 Ford F450.
- 5) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$610.50 through September 22, 2020. Such note is secured by a 2014 F350.
- 6) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$604.48 through September 28, 2021. Such note is secured by a 2016 F250 XL.
- 7) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$884.11 through September 25, 2021. Such note is secured by a 2016 F350.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE D - LONG TERM DEBT - CONTINUED

- 8) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 2.99% with monthly payments of \$2,226.99 through December 27, 2022. Such note is secured by a 2018 Kenworth T440 Dump Truck.
- 9) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$2,806.60 through December 28, 2021. Such note is secured by a 544K-II Wheel Loader.
- 10) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$3,216.64 through May 17, 2022. Such note is secured by a John Deere 300 Excavator with bucket.
- 11) Note Payable to Komatsu Financial bearing interest at a rate of 0% with monthly payments of \$3,471.81 through May 12, 2020. Such note is secured by a PC210LC-11 Excavator.
- 12) Note Payable to Komatsu Financial bearing interest at a rate of 0% with monthly payments of \$2,183.59 through September 13, 2021. Such note is secured by a D37PX-24 Crawler Dozer.
- 13) Note Payable to Kubota Credit Corporation USA bearing interest at a rate of 0.99% with monthly payments of \$824.97 through March 24, 2020. Such note is secured by a SVL75-2W Trackloader.
- 14) Note Payable to SunSouth Capital bearing interest at a rate of 3.99% with monthly payments of \$2,098.00 through April 15, 2020. Such note is secured by a Cat D5K2 LGPCS Dozer.
- 15) Note Payable to Trustmark National Bank bearing interest at a rate of 4.10% with monthly payments of \$2,496.49 through January 18, 2022. Such note is secured by a 2017 Kenworth T440 Dump Truck.
- 16) Note Payable to Trustmark National Bank bearing interest at a rate of 4.10% with monthly payments of \$2,530.80 through March 29, 2022. Such note is secured by a 2018 Kenworth T440 Dump Truck.
- 17) Note Payable to Trustmark National Bank bearing interest at a rate of 4% with monthly payments of \$2,721.84 through September 1, 2022. Such note is secured by a 2018 Kenworth T440 EX Dump Truck.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE D - LONG TERM DEBT - CONTINUED

- 18) Note Payable to Volvo bearing interest at a rate of 4.10% with monthly payments of \$2,435.24 through July 5, 2022. Such note is secured by a 2018 Volvo VHD84B200 Dump Truck.
- 19) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 0 %, with monthly payments of \$751.51 through August 5, 2020. Such note is secured by a Mini Excavator E42.
- 20) Note Payable to Wells Fargo bearing interest at a rate of 3.99% with monthly payments of \$2,461.96 through August 28, 2020. Such note is secured by a 2016 Peterbilt 389 Tractor.
- 21) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 0.1486% with monthly payments of \$777.32 through November 7, 2021. Such note is secured by a 2017 Bobcat T770 Compact Track Loader.
- 22) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 2.59% with monthly payments of \$2,894.93 through January 18, 2021. Such note is secured by a Weiler P385B-2167 Asphalt Paver.
- 23) Note Payable to John Deere Financial bearing interest at a rate of 1.75% with monthly payments of \$3,051.11 through March 15, 2021. Such note is secured by a 135G FT4 Excavator.
- 24) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$7,021.73 through September 27, 2022. Such note is secured by a 700K Crawler Dozer.
- 25) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.24% with monthly payments of \$2,917.06 through May 20, 2022. Such note is secured by a 2016 Peterbilt Dump Truck.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE E - DISTRIBUTIONS TO SHAREHOLDERS FOR ESTIMATED TAX PAYMENTS

During the calendar year 2020 the Company shall make distributions to shareholders of the Company totaling approximately \$590,000.00 for the payment of the balance of 2019 federal income taxes owed by the respective shareholders as well as 2020 estimated federal income tax payments. Since the Company is a Subchapter S corporation, the Company itself pays no federal income taxes. However, the income reflected on the Company's Form 1120S is reflected by the two (2) shareholders of the Company on their respective personal Federal Income Tax Return Form 1040. As a result, it is necessary that the Company distribute monies out to such shareholders in order to enable them to pay their respective Federal tax liabilities.

NOTE F- OTHER INCOME

The Company had other income totaling \$133,143 during the 2019 calendar year. Such sum consisted of interest income totaling \$324. Furthermore, the office building located at 8900 Waring Road was distributed to shareholder Eli H. Miller thereby resulting in a taxable gain of \$60,319. In addition, the sale of a Leadpride Drill resulted in a taxable gain of \$11,000 and the sale of a 2012 Bobcat resulted in a taxable gain of \$9,000. Also, a 2018 Chevrolet Silverado was traded in for the purchase of a 2020 Chevrolet Silverado thereby resulting in a taxable gain of \$52,500.

**INDEPENDENT AUDITOR'S REPORT
ON ADDITIONAL INFORMATION**

To the Board of Directors and Stockholders
J. Miller Construction, Inc.

Our report on our audit of the basic financial statements of J. Miller Construction, Inc. for 2019 appears on page 1. That audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The Schedules of Cost of Contract Revenues, General and Administrative Expenses and Contracts in Progress are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

L.L. Simmons, CPA, P.A.

L.L. Simmons, CPA, P.A.
Pensacola, Florida
April 3, 2020

J. MILLER CONSTRUCTION, INC.

SCHEDULE I - COST OF CONTRACT REVENUES

YEAR ENDED DECEMBER 31, 2019

Auto and Truck Expenses	\$ 35,170
Bad Debt Expense	6,245
Bid Bonds	88,643
Blueprint Expenses	3,302
Depreciation	776,869
Design/Plans/Survey Expenses	20,032
Engineering Expense	79,045
Equipment Rental	514,816
Fuel	470,946
Insurance Expense	474,091
Landfill Expense	64,465
Landscaping Expense	600
Licenses and Permits	32,200
Materials	4,326,542
Maintenance and Repairs	391,799
Miscellaneous Tax Expense	25,198
Payroll Taxes	254,032
Per Diem Expense	240
Salaries	3,324,820
Small Tool Expense	82,414
Subcontractors	3,103,925
Supplies Expense	48,125
Temporary Labor Costs	9,070
Tolls Expense	1,210
Travel Expense	7,545

\$14,141,344

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

SCHEDULE II - GENERAL AND ADMINISTRATIVE EXPENSES

YEAR ENDED DECEMBER 31, 2019

Advertising	\$ 18,816
Bank Fees	2,941
Building Rent	17,000
Dues and Subscriptions	8,195
Interest Expense	22,162
Legal and Professional Fees	62,769
Office Supplies and Expense	82,867
Payroll Service Expense	10,425
Postage Expenses	1,322
Salaries	80,000
Telephone	28,606
Utilities Expense	<u>7,540</u>
	<u>\$ 342,643</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

SCHEDULE III - CONTRACTS IN PROGRESS

Project	<u>Total Contracts</u>		<u>Inception To December 31, 2019</u>					<u>At December 31, 2019</u>	
	Revenues	Estimated Gross Profit	Cost Incurred	Per Cent Complete	Estimated Earnings	Billings	Estimated Cost to Complete	Cost and Estimated Earnings In Excess of Billings	Billings in Excess of Cost and Estimated Earnings
Big Lagoon-DEP- Boat Ramp Imprv Pensacola, FL	\$1,955,898	\$ 488,975	\$ 613,820	42%	\$ 205,370	\$ 1,028,251	\$ 853,103	\$ 0	\$ 209,061
Hamilton Bridge Side Walks Santa Rosa Cty	\$ 567,530	\$ 141,883	\$ 143,833	34%	\$ 48,240	\$ 130,889	\$ 281,814	\$ 61,184	\$ 0
FDOT Wildlife Fencing- Okaloosa and Walton Cty	\$2,599,000	\$ 207,920	\$ 402,038	17%	\$ 35,346	\$ 441,830	\$ 1,989,042	\$ 0	\$ 4,446
Elkhart-K8- Phase 2- Civil Site Work Navarre	\$2,589,885	\$ 569,775	\$ 473,874	24%	\$ 136,746	\$ 938,147	\$ 1,546,236	\$ 0	\$ 327,527
Gaberonne Stormwater Improvements Pensacola, FL	\$ 974,247	\$ 292,274	\$ 0	0%	\$ 0	\$ 0	\$ 681,973	\$ 0	\$ 0
Gerard Place Site Work- Pensacola	\$ 328,923	\$ 65,785	\$ 154,534	59%	\$ 38,813	\$ 217,724	\$ 108,604	\$ 0	\$ 24,377
Godwin Connector Pedestrian and Bike Path- Santa Rosa County	\$ 406,316	\$ 89,390	\$ 37,988	12%	\$ 10,727	\$ 0	\$ 278,938	\$ 48,715	\$ 0
Pleasant Grove Elementary - Civil Sitework- Pensacola, FL Improvements	\$4,747,000	\$ 949,400	\$ 0	0%	\$ 0	\$ 0	\$ 3,797,600	\$ 0	\$ 0
Amerson Residence- Cantonment	\$ 156,013	\$ 34,323	\$ 49,444	41%	\$ 14,072	\$ 96,082	\$ 72,246	\$ 0	\$ 32,566
Patterson Residence - Pensacola, FL- Site Work and Concrete Work	\$ 266,311	\$ 79,893	\$ 91,409	49%	\$ 39,148	\$ 198,348	\$ 95,009	\$ 0	\$ 67,791
Wilson Residence Pensacola	\$ 42,048	\$ 5,466	\$ 27,761	76%	\$ 4,154	\$ 0	\$ 8,821	\$ 31,915	\$ 0
Rockhill Residence- Paving and Grading Molino, FL	\$ 140,000	\$ 28,000	\$ 0	0%	\$ 0	\$ 0	\$ 112,000	\$ 0	\$ 0
Hanssen House Extension - Molino, FL	\$ 74,000	\$ 13,320	\$ 5,029	9%	\$ 1,199	\$ 0	\$ 55,651	\$ 6,228	\$ 0
PJ Adams- Civil Site Work Crestview, FL	\$ 84,000	\$ 8,400	\$ 62,657	83%	\$ 6,972	\$ 41,500	\$ 12,943	\$ 28,129	\$ 0

See Accompanying Notes to financial statements

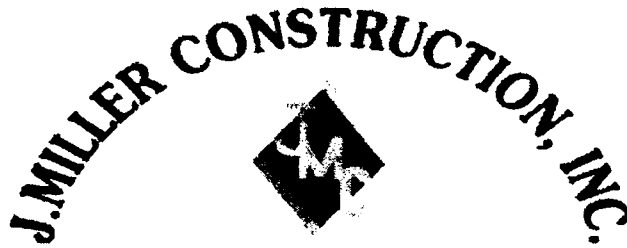
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J. MILLER CONSTRUCTION, INC.

SCHEDULE III - CONTRACTS IN PROGRESS

Project	<u>Total Contracts</u>		<u>Inception To December 31, 2019</u>					<u>At December 31, 2019</u>	
	Revenues	Estimated Gross Profit	Cost Incurred	Per Cent Complete	Estimated Earnings	Billings	Estimated Cost to Complete	Cost and Estimated Earnings In Excess of Billings	Billings in Excess of Cost and Estimated Earnings
Peninsula Pipeline Tanker Farm Site Work and Improvements	\$ 75,000	\$ 16,500	\$ 0	0%	\$ 0	\$ 0	\$ 58,500	\$ 0	\$ 0
West Florida High School Courts Site Work and Improvements	\$ 352,766	\$ 105,830	\$ 139,372	57%	\$ 60,323	\$ 310,000	\$ 107,564	\$ 0	\$ 110,305
TOTALS:	<u>\$15,358,937</u>	<u>\$ 3,097,134</u>	<u>\$ 2,201,759</u>		<u>\$ 601,110</u>	<u>\$ 3,402,771</u>	<u>\$ 10,060,044</u>	<u>\$ 176,171</u>	<u>\$ 776,073</u>

See Accompanying Notes to financial statements



January 17, 2020

L.L. Simmons, CPA, P.A.
3008 Langley Avenue
Pensacola, Florida 32504

We are providing this letter in connection with your audit of the balance sheets of J. Miller Construction, Inc. as of December 31, 2019, and the related statements of income, retained earnings, and cash flows for the periods then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of J. Miller Construction, Inc. In conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of December 31, 2019, the following representations made to you during your audit.

1. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles.
2. We have made available to you all -
 - a. Financial records and related data.
 - b. Minutes of the meeting of stockholders, directors, and committees of directors, or summaries of actions of recent meetings for which minutes have not yet been prepared.

3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
5. We believe that the effects of the uncorrected financial statement misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.
7. We have no knowledge of any fraud or suspected fraud affecting the company involving:
 - a. Management;
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
8. We have no knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others.
9. The company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
10. The following have been properly recorded or disclosed in the financial statements:
 - a. Related party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.
 - b. Guarantees, whether written or oral, under which the company is contingently liable.
11. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the company vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.

12. There are no:

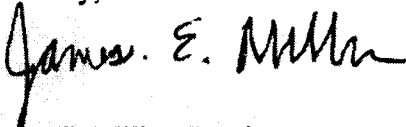
- a. Violations or possible violations of laws or regulations whose effect should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
- b. Unasserted claims or assessments that our lawyer has advised us are probably of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.
- c. Other liabilities or gains or loss contingencies that are required to be accrued or disclosed by Statement of Financial Accounting Standards No. 5.

13. The Company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged, except as made known to you and disclosed in the notes to the financial statements.

14. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

No events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

Sincerely,



James E. Miller, President



JMILLER-01

KLACY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2020

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 Underwood Anderson & Assoc., Inc. 2302 North 9th Ave Pensacola, FL 32503	CONTACT NAME: Kayleigh Lacy		
	PHONE (A/C, No, Ext): (850) 434-5526	FAX (A/C, No): (850) 438-0330	
	E-MAIL ADDRESS: kayleigh@underwoodanderson.com		
INSURED J Miller Construction Inc 8900 Waring Road Pensacola, FL 32534	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hallmark Specialty Insurance Company		26808
	INSURER B : Travelers Casualty And Surety Company Of America		31194
	INSURER C : Bridgefield Employers Insurance Company		10701
	INSURER D : RLI Insurance Company		13056
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		77GLO200065	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						EMPLOYEE BENEFIT \$ 1,000,000	
B	AUTOMOBILE LIABILITY			BA-4P10283A-20-42-G	1/8/2020	1/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						☐ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000	
A	☐ UMBRELLA LIAB			77HX209516	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 3,000,000	
	☒ EXCESS LIAB						☐ CLAIMS-MADE	AGGREGATE \$ 3,000,000
	DED						RETENTION \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	830-52453	3/25/2020	3/25/2021	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			ILM0709269	3/15/2020	3/15/2021	Leased/Rented 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Destin Building Division is an Additional Insured as pertains to General Liability as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin Building Division
4100 Indian Bayou Trail
Destin, FL 32541

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

AUTHORIZED REPRESENTATIVE



City of Destin

FINAL TABULATION SHEET

PROJECT: RFP 20-09-PS NFWF Drainage Improvements 825 Cross St., & 445 Calhoun Ave.

Bid Committee Meeting Date 8-6-20

		BIDDERS					
	James David Site Prep & Underground LLC	J. Miller Construction, Inc	CWR Contracting, Inc	RBM Contracting Services, LLC	Marshall Brothers Construction & Engineering, Inc	H & T Contractors, LLC	Gulf Coast Utility Contractors, LLC
BID COMMITTEE MEMBERS							
Jeff Cozadd		75	75	20	35	35	30
Lisa Firth		80	95	75	85	65	70
Michael Burgess							
Louis Zunguze		80	65	60	55	50	55
Total Score (Max 100 Pts)		235	235	155	175	150	155



City of Destin

BID SCORE SHEET

PROJECT: RFP 20-09-PS NEW Drainage Improvements 825 Cross St., & 445 Calhoun Ave.

Bid Committee Member

LISA FIRTH

Date 8-6-20

BIDDERS							
Submittal Requirements	James David Site Prep & Underground LLC	J. Miller Construction, Inc	CMR Contracting, Inc	RBM Contracting Services, LLC	Marshall Brothers Construction & Engineering, Inc	H & T Contractors, LLC	Gulf Coast Utility Contractors, LLC
Coversheet (y/n)	N	Y	Y	Y	Y	Y	Y
Table of Contents (y/n)	N	Y	Y	Y	Y	Y	Y
Responsive Bidder Qualification Statement (y/n)	N	Y	Y	Y	Y	Y	Y
Transmittal Letter (y/n)	N	Y	Y	Y	Y	Y	Y
Contractor Qualifications Statement (y/n)	N	Y	Y	Y	Y	Y	Y
Bid Form (Attach. # 2) 1 (y/n)	N	Y	Y	Y	Y	Y	Y
Public Entity Crime Form (Attach. #3) (y/n)	N	Y	Y	Y	Y	Y	Y
Drug Free Workplace Certification Form (Attach. # 4) (y/n)	N	Y	Y	Y	Y	Y	Y
Bid Bond Form (Attach. #5) (y/n)	N	Y	Y	Y	Y	Y	Y
Proof of Insurance (y/n)	N	Y	Y	Y	Y	Y	Y
Proof of Licensing & certifications (y/n)	N	Y	Y	Y	Y	Y	Y
FDOT Pre-qualified (y/n)	N	Y	Y	Y	Y	Y	Y
Addendums (if applicable) (y/n)	N	Y	Y	Y	Y	Y	Y
PRICE PROPOSAL (Max. 40 Pts.)	40	40	35	35	30	30	25
QUALIFICATIONS & EXPERIENCE (Max. 20 Pts.)	15	15	20	15	20	10	15
PROJECT APPROACH (Max. 20 Pts.)	15	15	20	10	15	10	15
PAST PERFORMANCE (Max. 20 Pts.)	10	10	20	15	20	20	15
Total Score (Max 100 Pts)	80	80	95	75	85	65	70



City of Destin

BID SCORE SHEET

PROJECT: RFP 20-09-PS NEWF Drainage Improvements 825 Cross St. & 445 Calhoun Ave.

Bid Committee Member Jeff Cordell Date 8-6-20

BIDDERS							
	James David Site Prep & Underground LLC	J. Miller Construction, Inc	CWR Contracting, Inc	RBM Contracting Services, LLC	Marshall Brothers Construction & Engineering, Inc	H & T Contractors, LLC	Gulf Coast Utility Contractors, LLC
Submittal Requirements							
Coversheet (y/n)	N	Y	Y	Y	Y	N	Y
Table of Contents (y/n)	N	Y	Y	Y	Y	N	Y
Responsive Bidder Qualification Statement (y/n)	incomplete	Y	Y	Y	Y	Y	Y
Transmittal Letter (y/n)	N	Y	Y	Y	N	N	Y
Contractor Qualifications Statement (y/n)	N	Y	Y	Y	Y	Y	Y
Bid Form (Attach. # 2) I (y/n)	Y	Y	Y	Y	Y	Y	Y
Public Entity Crime Form (Attach. #3) (y/n)	Y	Y	Y	Y	Y	Y	Y
Drug Free Workplace Certification Form (Attach. # 4) (y/n)	Y	Y	Y	Y	Y	N	Y
Bid Bond Form (Attach. #5) (y/n)	N	Y	Y	Y	Y	Y	Y
Proof of insurance (y/n)	N	Y	Y	Y	Y	N	Y
Proof of licensing & certifications (y/n)	N	Y	Y	Y	Y	Y	Y
FDOT Pre-qualified (y/n)	N	Y	Y	N	Y	Y	Y
Addendums (if applicable) (y/n)	Y	Y	Y	Y	N	Y	Y
PRICE PROPOSAL (Max. 40 Pts.)		40	30	20	20	20	10
QUALIFICATIONS & EXPERIENCE (Max. 20 Pts.)		10	20	0	0	0	10
PROJECT APPROACH (Max. 20 Pts.)		15	15	0	0	0	0
PAST PERFORMANCE (Max. 20 Pts.)		10	10	0	15	15	10
Total Score (Max 100 Pts)		75	75	20	35	35	30



City of Destin

BID SCORE SHEET

PROJECT: RFP 20-09-PS NFWF Drainage Improvements 825 Cross St.. & 445 Calhoun Ave.

Bid Committee Member Louis Zunguze **Date** 8/5/20

	BIDDERS						
	James David Site Prep & Underground LLC	J. Miller Construction, Inc	CWR Contracting, Inc	RBM Contracting Services, LLC	Marshall Brothers Construction & Engineering, Inc	H & T Contractors, LLC	Gulf Coast Utility Contractors, LLC
Submittal Requirements							
Coversheet (y/n)	N	Y	Y	Y	Y	Y	Y
Table of Contents (y/n)	N	Y	Y	Y	Y	Y	Y
Responsive Bidder Qualification Statement (y/n)	Y	Y	Y	Y	Y	Y	Y
Transmittal Letter (y/n)	N	Y	Y	Y	Y	Y	Y
Contractor Qualifications Statement (y/n)	N	Y	Y	Y	Y	N	Y
Bid Form (Attach. # 2) l (y/n)	Y	Y	Y	Y	Y	Y	Y
Public Entity Crime Form (Attach. #3) (y/n)	N	Y	Y	Y	Y	Y	Y
Drug Free Workplace Certification Form (Attach. # 4) (y/n)	Y	Y	Y	Y	Y	Y	Y
Bid Bond Form (Attach. #5) (y/n)	N	Y	Y	Y	Y	Y	Y
Proof of insurance (y/n)	N	Y	Y	Y	Y	Y	Y
Proof of licensing & certifications (y/n)	N	Y	Y	Y	Y	Y	Y
FDOT Pre-qualified (y/n)	N	Y	Y	N	Y	Y	Y
Addendums (if applicable) (y/n)	N	Y	Y	Y	Y	Y	Y
PRICE PROPOSAL (Max. 40 Pts.)	40	40	30	30	20	20	20
QUALIFICATIONS & EXPERIENCE (Max. 20 Pts.)	0	20	20	15	20	15	20
PROJECT APPROACH (Max. 20 Pts.)	0	20	15	15	15	15	15
PAST PERFORMANCE (Max. 20 Pts.)	0	0	0	0	0	0	0
Total Score (Max 100 Pts)	40	80	65	60	55	50	55

\$281,457.08 \$290,800.00 \$323,318.00 \$337,134.00 \$422,522.00 \$436,970.00 \$457,535.00

Criteria Scoring Guideline				NOTES
1. Price Proposal	Highly professional proposal with line item details for all aspects of the project. Provided all requested cost information. Costs are highly reasonable and competitive. Clearly understands project requirements.	Adequate proposal with most item details for all aspects of the project. Provided most cost information requested. Costs appear to be reasonable and competitive. Appears to understand project requirements.	Inadequate proposal with minimal line item details. Some cost information missing or Provided most cost information requested. Costs appear to be understated. Does not understand project requirements.	
	40	20 or 30	10	
2. Qualifications & Experience	Highly competent team, demonstrated that staff have significant experience on similar projects. Quality control has been addressed as a team with excellent staff experience and proven quality grades for those contractor has previously worked for. Financial qualifications clearly demonstrate financial stability of the company?	Competent team, demonstrated that staff have some experience on other similar projects. Adequate demonstrates quality control, policies and procedures exist. Some financial qualifications demonstrated financial stability of the company?	Has shown that the staff (as a whole) has minimal experience on other similar projects. Inadequate – Policies and procedures not addressed adequately. Demonstrated minimal financial qualifications or lacking financial information.	
	20	10 or 15	5	
3. Project Approach	Understands all aspects of the project. Has visited site. Identified key issues on the project and has proposed some potential solutions. May identify additional issues for consideration. Schedule Exceeds Requirements – Well thought out, practical, meets schedule, includes resource analysis. Available for immediate and accelerated schedule.	Understands some aspects of the project. Knowledge of the scope of work was portrayed by repeating the scope language verbatim. May identify key issues and has visited site. Meets scheduled time for project Requirements – Sequence and time of events. Availability adequate for normal performance.	Vague – Minimum understanding of the intent of the project. Proposal reflects some confusion or conflict in areas of responsibility. Minimum preliminary study with some knowledge of field conditions. Schedule looks questionable, time and sequence of events not appropriate. Inadequate information to determine availability.	
	20	10 or 15	5	
4. Past Performance	References have checked out. Staff have received high quality grades on past projects with minimal coordination problems.	References have checked out, and grades on past projects have been deemed acceptable.	References have either not checked out, or has performed poorly on past projects.	
	20	10 or 15	5	

**MINUTES
BID COMMITTEE MEETING
THURSDAY, AUGUST 6, 2020**

1. CALL TO ORDER:

Bid Committee Chairman Jeffery Cozadd called the meeting to order on Thursday, August 6, 2020 at 1:30 PM in the City of Destin Annex Chambers.

2. ROLL CALL:

Bid Committee Members Present:

Grants/Proj. Mgr. Jeffery Cozadd
Public Services Director Michael Burgess
Parks & Rec. Director Lisa Firth
Com. Dev. Dir. Louis Zunguze

Other Staff Members Present:

Deputy City Clerk Kim Montgomery
Finance Director Krystal Sullivan
Executive Assistant Lorraine Berish
HR Manager Karen Jankowski
Shel Wright, Attorney

3. NEW BUSINESS:

A. RFP 20-09-PS, NFWF 825 Cross Street/445 Calhoun Avenue Drainage Project

Chairman Cozadd asked the members if they had any further discussion or anything additional to add in addition to what they previously discussed at their initial meeting on July 30, 2020.

Mr. Burgess stated that he would need to abstain from the voting for this item.

The Finance Director Krystal Sullivan noting for the record that since Mr. Burgess being used as subject expert for this project, it is best that he not vote on a recommendation to Council.

Regarding this project, Mr. Burgess stated for the record, he did reference checks for the contractors that submitted bids and based on the conversations he had with those references, they all got positive reviews. Additionally, the proposal from James David Site Prep, LLC. was turned down, and not scored, because of being incomplete and with a lot of mistakes. Adding however, the others were substantially complete, and were scored. He also noted that not all were competitive with their prices. He spoke of the engineering cost opinion numbers that were provided, and some of the submitted prices on certain items were substantially higher. However, there were a few that were very close to the estimate.

There was a brief discussion regarding how the funds for this project flow to the city from the Federal Government and how the members should have scored each bid based on the amounts, the experience, and most importantly that they are all FDOT certified contractors.

Ms. Berish brought to everyone's attention that she was able to find only five of the six bids were prequalified with FDOT, which is a requirement.

The Chairman asked the members for their scoring.

Committee member Lisa Firth's:

J W Miller - 80
CWR Contractors, LLC – 95
RBM – 75
Marshall Brothers Construction & Engineering – 85
H & T Contractors, LLC – 65
GCUC, LLC – 70

Committee member Louis Zunguze's:

J. W. Miller - 80
CWR Contractors, LLC – 65
RBM – 60
Marshall Brothers Construction & Engineering – 55
H & T Contractors, LLC – 50
GCUC, LLC – 55

Chairman Jeffrey Cozadd's

J.W. Miller – 75
CWR Contractors, LLC – 75
RBM – 20
Marshall Brothers Construction & Engineering – 35
H & T Contractors, LLC- 35
GCUC, LLC. – 30

The Grand Totals for each firm:

J.W. Miller – 235
CWR Contractors, LLC – 235
RBM – 155
Marshall Brothers Construction & Engineering – 175
H & T Contractors, LLC- 150
GCUC, LLC. – 155

The Finance Director reminded the members that the lowest responsive bidder should be recommended for the award of the bid.

Motion by Committee member Firth, seconded by Committee member Zunguze, to recommend City Council award RFP 20-09-PS, NFWF 825 Cross Street/445 Calhoun Avenue Drainage Project to J. W. Miller. The motion passed 3-0, with Mr. Michael Burgess abstaining from voting as directed.

B. RFQ 20-03-CD, Destin Utility Undergrounding Project Management

The Following companies submitted a bid for this project:

CPWG Madrid

HBK Engineering

Utility Consultants of Florida

Newson Construction & Consulting

In review, the Bid Committee members deemed Newson Construction & Consulting's bid to be substantially deficient and should not be considered.

Motion by Committee member Burgess, second by Committee member Firth; the members voted 4-0 to disqualify Newson Construction & Consulting for being substantially incomplete.

The Chairman, Jeffrey Cozadd spoke of how he received favorable references from the references that he reached out to by either email or phone calls.

Committee member Louis Zunguze spoke of how after reviewing the submissions his top choice is HBK and them along with Utility Consultants of Florida and CPWG Madrid all moving forward to Council for presentation.

The Chairman, agreed but noted for the record the only concern he has is HBK being a company out of Illinois and although they have experience in that state, it doesn't look like they have a lot of project experience in the local area, unlike the other two companies. However, he would feel comfortable with moving all three forward to Council for presentation at possibly, a workshop setting.

The Finance Director, Krystal Sullivan spoke of her past experience in working with utility companies and how anything going underground in Florida, dealing with sand and water, is substantially different than dealing with soils in Illinois. And asked for Mr. Wright to speak on the difference.

Mr. Sheff Wright spoke of the difference and how direct bore technology is now a well know technology. He spoke of how in the past the Old Gulf Power chose to use duck banks made of concrete and how that cost significantly more than how the current technology is used, which is now typically PVC.

The Chairman, Jeffrey Cozadd asked the members to provide their scoring.

Committee member Lisa Firth

HBK – 90

CPWG – 80

Utility Consultants of Florida – 95

Committee member Louis Zunguze

HBK – 70

CPWG - 60

Utility Consultants of Florida – 55

Committee member Burgess

HBK – 65

CPWG – 80

Utility Consultants of Florida – 80

Chairman Jeffrey Cozadd

HBK – 75

CPWG – 75

Utility Consultants of Florida – 80

According to the Chairman, with all three of the bids being so close in scoring he feels that this committee should recommend all three to present to Council for their consideration preferably virtually.

Mr. Burgess agreed if one does then they should all three present virtually.

Mr. Wright added that this is a very big decision in the tens of millions of dollars and strongly concurred to invite all three to make presentation. However, he strongly favors that the presentations be in person. But did agree that if one is virtual then they all should be done that way.

Mr. Zunguze suggests they make their recommendation to Council and allow them to make the decision on how to direct staff to proceed.

Committee member Burgess made the motion to recommend to City Council direct staff to schedule presentations from HBK Engineering, CPWG Madrid and Utility Consultants of Florida and be scheduled at Council's discretion with what format to be determined. Committee member Zunguze providing the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

C. RFB 20-02-PS - Zerbe Street - Calhoun Avenue Pedestrian Improvements

The Chairman pointed out that there was only one bid received for this project and asked Committee member Burgess how he wanted to proceed.

Mr. Burgess made the motion to recommend to readvertise this project in an effort to achieve a more competitive environment and direct the City Clerk's office to explore other advertising avenues to maximize the distribution for the project. Committee member Firth provided the second to the motion.

The Finance Director agreed that since this project is using city budgeted funds for the project, she highly recommends that it be put back out for bid to try to get more competitive responses. **The motion passed 4-0.**

The members briefly discussed the next two bids that are due to open on the 13th and the short timeline to get the recommendation to Council before the end of the budget year. They all agreed that if needed, they could always call a Special Meeting.

ADJOURNMENT:

There being no further discussion at this time; the meeting was adjourned at 3:00 PM.

Adopted this ____ of _____ 2020

Jeffery Cozadd, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
BID COMMITTEE MEETING
THURSDAY, JULY 30, 2020**

1. CALL TO ORDER:

Bid Committee Chairman Jeffery Cozadd called the meeting to order on Thursday, July 30, 2020 at 2:30 PM in the City of Destin Annex Chambers.

2. ROLL CALL:

Bid Committee Members Present:

Grants/Proj. Mgr. Jeffery Cozadd
Public Services Director Michael Burgess
Parks & Rec. Director Lisa Firth
Comm. Dev. Director Louis Zunguze

Other Staff Members Present:

Deputy City Clerk Kim Montgomery
Finance Director Krystal Sullivan
Crystal Weatherington, Dewberry
Alex Rouchaleau, Dewberry

3. COMMENTS:

The Chairman agreed to allow the HR Manager, Karen Jankowski to provide her comments first since she has a previous engagement and needs to exit the meeting.

According to Mrs. Jankowski's comments apply across the board. Her concern, being the Risk Manager is the incomplete COI's submitted. Noting that H & T's is missing, C.W. Roberts expires on 10/1/20 and James Davis' submittal is incomplete and missing their COI. Newson's is incomplete. And HBK's expires at the end of the calendar year and is a draft form.

Mr. Burgess brought to everyone's attention that H & T is the city's current asphaltic contractor and there is a current COI on file and in the terminology of the bid documents there is a contradiction, therefore it could not be accountable for their bid submittal.

4. APPROVAL OF MINUTES:

- **June 4, 2020**
- **June 11, 2020**
- **June 25, 2020**

Mr. Zunguze made the motion to approve the minutes of the June 4, June 11 and June 25, 2020 minutes as written. With Mrs. Firth providing the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

5. NEW BUSINESS:

A. RFP 20-09-PS, NFWF 825 Cross Street/445 Calhoun Avenue Drainage Project

Mr. Burgess provided the members with the background for the project.

Mr. Cozadd asked the members if there was any additional discussion on the project.

Mr. Burgess moved to disqualify James David Site Prep., LLC for consideration due to their submittal being incomplete. With Mrs. Firth providing the second. The motion passed unanimously.

The Chairman asked the subject experts for their input.

Crystal Weatherington of Dewberry stated that she has worked with all the companies in the past on various projects and they are all qualified to perform the project.

Alex Rouchaleau also of Dewberry agreed that they have experience with all the contractors who submitted a bid and has no objection with them.

Mr. Burgess brought to the attention of all members that H & T did not sign their Drugfree Workplace form as well as a Qualification Statement and their Transmittal Letter was missing from their bid.

The Chairman agreed that there were a couple of submissions that were lacking in their bid. But feels that most were substantially complete. He then asked the members if they had finalized their scorings. Majority of the members stated that they had not and were not ready to submit them for the record.

Mrs. Berish asked the Chairman for the possibility for a Special Meeting to be called since there is a timeline for the grants to be completed and they are already behind a few weeks because of Covid-19.

There was a brief discussion on when to call a special meeting for the scores to be submitted to the Chairman. As a result, the decision to call a Special Meeting on August 6, 2020 was agreed upon by all at 1:30 p.m. they also discussed that since the language in the documents is somewhat ambiguous, they could not disqualify any of the 6 companies and would just score them as such based on each one's deficiency.

Mr. Burgess also noted for the record that he checked all 6 of the remaining firms background information and they came back positive.

Mr. Burgess moved to direct the City Clerk's Office to advertise a Special bid Committee Meeting on August 6, 2020 at 1:30 p.m. with Mr. Zunguze providing the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

B. RFQ 20-03-CD, Destin Utility Undergrounding Project Management

Mr. Sheff Wright provided the members with the background for the project and the timeline of the city coming to an agreement with Florida Power/NextEra for the franchise agreement and future undergrounding of the electricity lines. He spoke of the need, from past experience, for the city to have an experienced project engineer to help in the beginning for the negotiating process as well as someone being on hand from the start to the end of the project.

The Chairman asked Mr. Wright if he had any past experience with any of the proposers. According to Mr. Wright, just one of the proposers provided their services for Long Boat Key municipality who was a past client of his, adding he has not provided them with any legal assistance in the past few years.

According to Mr. Zunguze, the bid committee, the City Manager, and Council should have presentation by the companies to assist in making their decision on which company to award the RFQ.

Committee member Firth agreed that they should all be included in the presentations instead of them making a recommendation to Council.

Committee member Burgess suggested an all-day presentation similar to a Visioning Session setting with each proposer having a designated time slot in the day instead of at a regular City Council meeting. And have it moderated by Sheff with staff, Council and the public having the opportunity to provide questions and answers.

According to Mr. Wright, he feels that is a good plan and would be delighted to moderate if the decision is made to go in that direction adding he has the experience to do so.

Committee member Zunguze agreed that a workshop setting would most likely be the preferred setting so that City Council would not have to be expected to make a decision which would give them additional time to contemplate the presentations. And suggested the City Manager provide this suggestion to them at an upcoming Council meeting for their consideration on how they would like to proceed.

The Chairman asked the members if they had finished their scoresheets. Majority of the members stated they were not comfortable enough to score at this time and feels a presentation should be scheduled for City Council.

According to Mr. Wright he feels that negotiations should be made to the top contender regardless if it is by a staff member chosen by City Council or Council themselves, similar as with a request for proposal. And if the initial top contenders' rates are too high then go to the next company to negotiate.

The Finance Director, Krystal Strickland agrees that the best approach with this type of project is to have a few of the top qualified groups to present to City Council and then they can direct staff to negotiate with their top pick and then if the negotiations don't work out with their top pick then start the process with the next one on the list. She also mentioned that the Financial Group that Council just hired has a member of their staff who was a key player in the Longboat Key undergrounding project.

The Chairman asked the members if they would be comfortable enough to meet next Thursday with their shortlisted scores to go forward to Council for their consideration. There was a discussion regarding the scoresheet and how to correctly figure it.

Mr. Burgess moved to direct the City Clerk's Office to advertise a Special bid Committee Meeting to discuss RFQ 20-03-CD, Destin Utility Undergrounding Project Management on Thursday August 6, 2020 at 1:30 p.m. with Mr. Zunguze providing the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

C. RFB 20-02-PS - Zerbe Street - Calhoun Avenue Pedestrian Improvements

Mr. Burgess explained this is a phased project which is basically is a sidewalk project for multimodal transportation in that section of town that would extend at the base of Zerbe Street at the Community Center to across Calhoun Avenue down to the Clement Taylor Park. As well as an inclusion of an additional option a short boardwalk to extend over the stormwater swale. Which is dependent upon the decision to allow the Destin Fire Control District a lease agreement to construct their station on the front corner portion of the park. He explained further he created a bid price sheet in order to be able to compare this project's pricing with the City's current contract holder for concrete so that if possible, he could use them for the project if their contracted pricing is lower than the bidders. Adding that because of the magnitude of the cost for this project he was advised to go ahead and put the project out to bid.

He explained further that unfortunately the city only received one bid for this project and their pricing is very similar to the current contract holder with the exception of one particular line item that seems to be very high. And suggested having the Clerks Department to contact them to provide an explanation.

Committee member Zunguze stated that there is a discrepancy on their traffic control pricing and the concrete headwall drainage structure and he would like an explanation as to why it's so much more. As well as why the tree trimming is so high.

Mr. Burgess explained that the current tree trimming pricing is per hour and this company's fees are based on just a lump sum.

Motion by Mr. Burgess to have the City Clerk authorized to contact J. Miller Construction, Inc. with additional questions for clarification regarding pricing for RFB 20-02-PS - Zerbe Street - Calhoun Avenue Pedestrian Improvements and once answers are received, they be distributed to the Bid Committee prior to the Special Meeting on August 6, 2020 at 1:30 p.m. With Committee member Zunguze providing the second. The motion passed unanimously.

Mr. Burgess informed the members that he has two very easy bids that are opening on August 13th.

Committee member Firth questioned when they were going to start working on changing their processes for this committee. The Chairman spoke of how he remembers this being briefly discussed by Council and would have to go back to that meeting and listen to that portion again before they add it to an agenda for discussion.

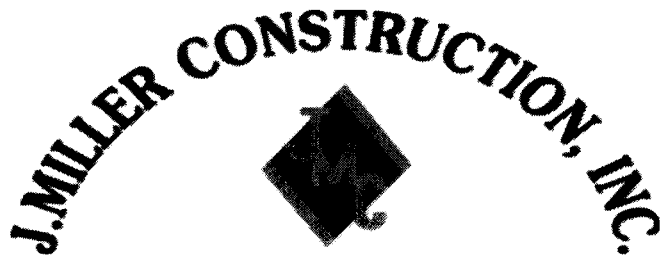
ADJOURNMENT:

There being no further discussion at this time; the meeting was adjourned at 3:00 PM.

Adopted this ____ of _____ 2020

Jeffery Cozadd, Chairman

Kim Montgomery, Deputy City Clerk



To: City of Destin

**Bid Submittal Package for RFB No. 20-09-PS
National Fish and Wildlife Foundation (NFWF)
Drainage Improvements
825 Cross Street and 445 Calhoun Avenue**

Bid Opening June 25, 2020 2:00pm

**Bidder Contact: Tom Dulaney
850-503-7023 tomdulaney@jmllderconstruct.com**

ADDENDUM #1

**CITY OF DESTIN, FLORIDA REQUEST FOR BID
(RFB) NO. 20-09-PS, NATIONAL FISH AND
WILDLIFE FOUNDATION,
825 CROSS STREET AND 445 CALHOUN AVENUE DRAINAGE IMPROVEMENTS
JUNE 19, 2020**

This addendum forms a part of the Contract Documents and modifies the original bid documents dated May 21, 2020. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. Attached is an updated copy of the Bid Tabulation sheets for this project. These sheets have been updated to reflect all project elements within the limits of construction.

The bid opening date is Thursday, June 25, 2020, at 2 pm.

END OF ADDENDUM #1

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

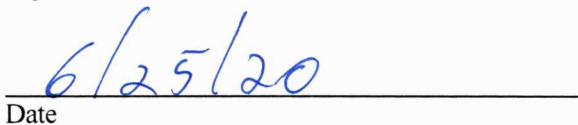
Receipt of Addendum #1 is hereby acknowledged:

ELI H. MILLER

Print Name



Signature



Date

**RFB NO. 20-09-PS
ATTACHMENT NO. 2
BID FORM**

Date: 06/25/2020
Company: J. Miller Construction, Inc.
Address: 8900 Waring rd., Pensacola, FL 32534
Telephone: 850 494-0240

Primary Contact: Tom Dulaney

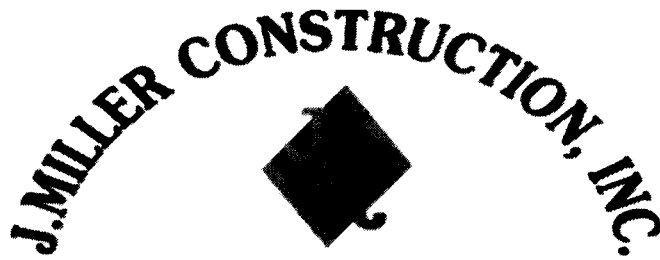
Email: tomdulaney@jmillerconstruct.com

445 Calhoun Avenue				
Item	quantity	units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS	\$ 10,000.00	\$ 10,000.00
Demolition and Removal of Existing Asphalt Pavement and Base	83	SY	\$ 25.00	\$ 2,075.00
Demolition and Removal of Existing Drainage	172	LF	\$ 25.00	\$ 4,300.00
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA	\$ 1,500.00	\$ 4,500.00
Demolition of Gravel Driveway	54	SF	\$ 10.00	\$ 540.00
Demolition and Removal of Existing Sidewalk/Driveway	76	SY	\$ 50.00	\$ 3,800.00
Demolition and Removal of Existing Railing	23	LF	\$ 25.00	\$ 575.00
Stormwater				
24" ADS HDPE (ADS N-12 or Equal) Installed	142	LF	\$ 98.00	\$ 13,916.00
24" RCP Installed (Under Roadway)	44	LF	\$ 110.00	\$ 4,840.00
FDOT Index 250 Concrete Headwall	1	EA	\$ 6,500.00	\$ 6,500.00
FDOT Index 425-052 Type "C" Inlet	2	EA	\$ 5,000.00	\$ 10,000.00
24" FDOT Index 272 M.E.S.	1	EA	\$ 2,500.00	\$ 2,500.00
FDOT Index 425-061 Close Flume Inlet	1	EA	\$ 8,500.00	\$ 8,500.00
18" Thick Alabama Class II Riprap over D-2 Filter Fabric	15	SY	\$ 165.00	\$ 2,475.00
Floating Turbidity Curtain	42	LF	\$ 65.00	\$ 2,730.00
24" Snout with Bioskirt	1	EA	\$ 3,500.00	\$ 3,500.00
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	100	SY	\$ 90.00	\$ 9,000.00
Construct Gravel Drive (4" Thick #57 Stone)	10	SY	\$ 50.00	\$ 500.00
ADA Handrail and Wheel Stop	20	LF	\$ 150.00	\$ 3,000.00
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN	\$ 400.00	\$ 6,000.00
8-Inch Limerock Base (LBR 100)	83	SY	\$ 28.00	\$ 2,324.00
12-Inch Sandclay Stabilized Subgrade (LBR 40)	83	SY	\$ 30.00	\$ 2,490.00
Type F Curb and Gutter	119	LF	\$ 45.00	\$ 5,355.00
Thermoplastic Striping	1	LS	\$ 1,500.00	\$ 1,500.00

Miscellaneous				
Layout/As-Builts	1	LS	\$ 3,500.00	\$ 3,500.00
Maintenance of Traffic	1	LS	\$ 6,000.00	\$ 6,000.00
NPDES Administration	1	LS	\$ 2,000.00	\$ 2,000.00
Earthwork	1	LS	\$ 4,500.00	\$ 4,500.00
Sodding	800	SY	\$ 6.00	\$ 4,800.00
Silt Fence/Erosion Control	300	LF	\$ 3.00	\$ 900.00
Irrigation Repair and Replacement	1	LS	\$ 2,500.00	\$ 2,500.00
Dewatering	1	LS	\$ 8,500.00	\$ 8,500.00

825 Cross Street Outfall				
Item	Quantity	Units	Unit Cost	
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS	\$ 10,000.00	\$ 10,000.00
Demolition and Removal of Existing Asphalt Pavement and Base	85	SY	\$ 25.00	\$ 2,125.00
Demolition and Removal of Existing Drainage	306	LF	\$ 25.00	\$ 7,650.00
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA	\$ 1,500.00	\$ 4,500.00
Demolition and Removal of Existing Sidewalk/Driveway	61	SY	\$ 50.00	\$ 3,050.00
Demolition and Removal of Existing Railing	25	LF	\$ 25.00	\$ 625.00
Stormwater				
18" ADS HDPE (ADS N-12 or Equal) Installed	12	LF	\$ 90.00	\$ 1,080.00
18" Perforated Pipe with Sock Installed	268	LF	\$ 90.00	\$ 24,120.00
18" RCP Installed (Under Roadway)	38	LF	\$ 95.00	\$ 3,610.00
FDOT Index 250 Concrete Headwall	2	EA	\$ 6,500.00	\$ 13,000.00
FDOT Index 425-052 Type "C" Inlet	1	EA	\$ 5,000.00	\$ 5,000.00
18" Snout with Bioskirt	1	EA	\$ 3,500.00	\$ 3,500.00
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	86	SY	\$ 90.00	\$ 7,740.00
ADA Handrail and Wheel Stop	15	LF	\$ 150.00	\$ 2,250.00
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN	\$ 400.00	\$ 6,000.00
8-Inch Limerock Base (LBR 100)	85	SY	\$ 28.00	\$ 2,380.00
12-Inch Sandclay Stabilized Subgrade (LBR 40)	85	SY	\$ 30.00	\$ 2,550.00
Thermoplastic Striping	1	LS	\$ 1,500.00	\$ 1,500.00
Miscellaneous				
Layout/As-Builts	1	LS	\$ 2,000.00	\$ 2,000.00
Maintenance of Traffic	1	LS	\$ 6,000.00	\$ 6,000.00
NPDES Administration	1	LS	\$ 2,000.00	\$ 2,000.00
Earthwork	1	LS	\$ 4,500.00	\$ 4,500.00
Sodding	100	SY	\$ 6.00	\$ 600.00
Silt Fence/Erosion Control	300	LF	\$ 3.00	\$ 900.00
Irrigation Repair and Replacement	1	LS	\$ 2,500.00	\$ 2,500.00
Dewatering	1	LS	\$ 8,500.00	\$ 8,500.00

General (825 Cross & 445 Calhoun)				
Mobilization (Max 5% of Bid)	1	LS	\$ 14,500.00	\$ 14,500.00
Bonds (Max 2% of Bid)	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 290,800.00



**RFB No. 20-09-PS
National Fish and Wildlife Foundation (NFWF)
Drainage Improvements
825 Cross Street and 445 Calhoun Avenue**

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**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By:

Corporation

Name: J. Miller Construction, Inc.

Partnership

Address: 8900 Waring Rd

Individual

City, State, Zip: Pensacola, FL 32534

Other

Telephone No.: 850 494 0240

Fax No.: 850 494 0242

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

The correct name of the responsive bidder is:

J. Miller Construction, Inc.

The address of the principal place of business is:

8900 Waring Rd

Pensacola, FL 32534

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

a. Date of Incorporation: April 10, 2000

b. State of Incorporation: Florida

c. President's name: James. E Miller

d. Vice President's name: El: H. Miller

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: James E. Miller

3912 Crabtree Church Rd
Molino, FL 32577

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

a. Date of organization: _____

N/A

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

N/A

c. State whether general or limited partnership: _____

N/A

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

N/A

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

N/A

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

20

Under what other former names has your organization operated?

N/A

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

State of FLORIDA CBC 1255614

State of Florida CNC 1224629

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

NO

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

Experience of key individuals on
Attached document.

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

Shane Gibson Site Superintendent

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

Joe Passerelli

Beggs & Lane - 501 Commendencia St. Pensacola, FL 32502

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

5190 James E. Miller 3812 Crabtree Chard Rd Molino, FL 32577

4990 Eli H. Miller 3980 Hwy 91 Molino, FL 32577

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

N/A

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

		<u>Revenue Index Number</u>
a.	Government Related Work	7
b.	Non-Governmental Related Work	7
	Total Work (a +b):	14

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone
Harvesters Federal Credit Union	PO Box 5 Cantonment, FL	850 968-2233

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

24 Hours or less

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

N/A

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

N/A

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

N/A

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

NO

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

(Signed) _____

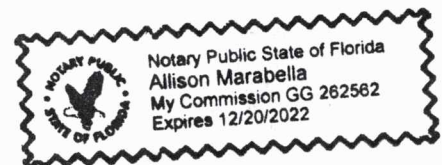
(Title) _____

Subscribed and sworn to before me

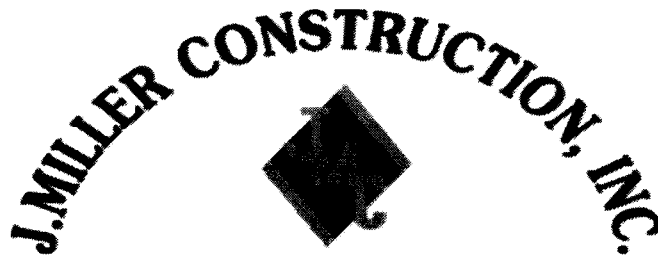
This 25th day of June, 2020

Notary Public (Signature)

My Commission Expires: 12-20-2022



END OF SECTION



Key personnel for Cross and Calhoun Avenues will be:

D. Frank Beovich, P.E., 39 years as a Professional Engineer. Frank served as the Engineering Manager for Okaloosa County Water and Sewer for 10 years, years of experience in Government Contracts and work, Design Team Management, and a host of other experience. Frank's expertise is invaluable. Detailed resume attached.

Tom Dulaney, 44 years in Commercial Construction Management, Estimating, Project Cost Analysis, Contract Review and execution, along with many other specialized experience. Tom is also MOT Certified – Certificate #24015. Detailed Resume attached.

Shane Gibson – 33 years in the Construction industry completing these specific types of projects, among others. Pertinent Experience letter attached.

James “Jimmy” Gonzalez- 20 years in construction. 7 Years with J Miller on Shane Gibson’s Team. Jimmy brings quality field experience learned with a “hands on” approach. Jimmy is also a Qualified Stormwater Management Inspector #42844, as well as MOT Certified, Certificate #45106.

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 2
BID FORM**

Date: 6-25-2020
Primary Contact Tom Dulaney
Company: J Miller Construction, Inc
Address: 8900 Waring Rd Pensacola, FL 32534
Telephone: (950) 494 0240 Email: tomdulaney@jmillconstruct.com

RFB NO. 20-09-PS

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 City of Destin, Florida - RFB No. 20-09-PS, National Fish and Wildlife Foundation, 825 Cross Street and Cathlamet Avenue Drainage Improvements
2. This sworn statement is submitted by J. Miller Construction Inc whose business address is 8900 Waring Rd Pensacola, FL 32534

and (if applicable) Federal Employer Identification Number (FEIN) is 59363824 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Eli H. Miller 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)

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

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

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

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

De F. Mills

(Signature)

Date: 6/25/20

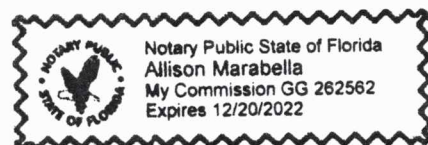
STATE OF FLORIDA
COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of June, 2020, and is personally known to me, or has provided as identification.

Allison Marabella
Notary Public

My Commission expires: 12-20-2022

END OF SECTION



RFB NO. 20-09-PS
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: J. Miller Construction, Inc

ADDRESS: 3900 Waring Rd

CITY: Pensacola STATE: FL ZIP CODE: 32534

TELEPHONE NUMBER: 850 494 0240

SIGNATURE: Eli H. Miller DATE: 6/15/20

NAME (TYPED OR PRINTED): Eli H. Miller

TITLE: Vice President

END OF SECTION

**RFB NO. 20-09-PS
ATTACHMENT NO. 5
BID BOND**

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

Signed, this 25th day of June, 2020

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB 20-09-PS, NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

Surety (Print Full Name):

J. Miller Construction, Inc.

FCCI Insurance Company

(Seal) Surety's Name and Corporate Seal

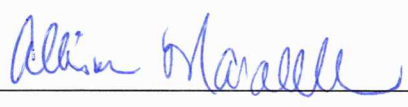
By: 

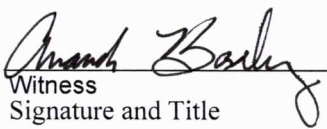
(L.S.) By: 

Signature (attach power of attorney)

Title: VICE PRESIDENT

Title: B. Doyle Campbell, Attorney-in-Fact

Attest: 

Attest: 

Witness

Signature and Title

Signature and Title

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

END OF SECTION



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

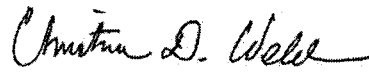
This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: 
Christopher Shoucair, President
FCCI Insurance Company

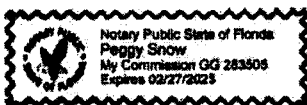



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023




Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

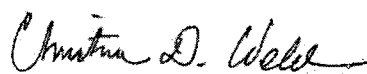


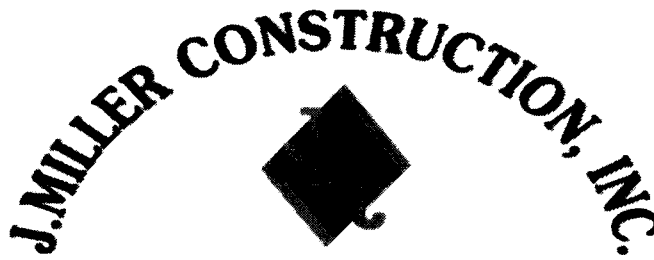

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25th day of June, 2020


Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary



June 25, 2020

Qualifications and Experience

J Miller Construction, Inc is a Certified Building Contractor, License CBC 1255614 and a Certified Utility Contractor, License CUC 1224629 and has been in business since April 10, 2000.

We are qualified with the Florida Department of Transportation. Please see attached Certificate of Qualification.

If we are awarded the project, we will submit our Contractor Application for the City of Destin immediately. The application has been completed and is attached for your reference.

J. Miller Construction, Inc has the experience and qualifications to complete all requirements pertaining to RFB No. 20-09-PS, NFWF Drainage Improvements, 825 Cross Street and 445 Calhoun Avenue. J Miller Construction prides itself on quality work, on time and within budget. Financial stability is of utmost importance in the industry and we take pride in our financial stability. Audited Financial Statements are attached.

J Miller Construction has completed multiple projects with similar scopes of work, and we are currently under contract to complete another with work in progress. This project type is one of our specialties. Some examples of similar/same project types are as follows:

Bayou Texar Outfall for the City of Pensacola. Started May 2020. Contract Amount \$487,079.40

Gaberonne Outfall completed in April 2020 for the City of Pensacola. Contract Amount \$974,246.72

Crary Road Bridge Replacement Over Pritchett Mill Creek (Environmentally Sensitive Area) – Completed June 2019 – Florida Department of Transportation-Contract Amount \$1,157,528.51

19th and Blackshear Outfall completed in July 2018 for the City of Pensacola. Contract Amount \$833,290.50

Key personnel for Cross and Calhoun Avenues will be:

D.Frank Beovich, P.E., 39 years as a Professional Engineer. Frank served as the Engineering Manager for Okaloosa County Water and Sewer for 10 years, years of experience in Government Contracts and work, Design Team Management, and a host of other experience. Franks expertise is invaluable. Detailed resume attached.

Tom Dulaney, 44 years in Commercial Construction Management, Estimating, Project Cost Analysis, Contract Review and execution, along with many other specialized experience. Tom is also MOT Certified – Certificate #24015. Detailed Resume attached.

Shane Gibson – 33 years in the Construction industry completing these specific types of projects, among others. Pertinent Experience letter attached.

James “Jimmy” Gonzalez- 20 years in construction. 7 Years with J Miller on Shane Gibson’s Team. Jimmy brings quality field experience learned with a “hands on” approach. Jimmy is also a Qualified Stormwater Management Inspector #42844, as well as MOT Certified, Certificate #45106.

Project Approach and Performance Differentiators

On June 15, 2020, Tom Dulaney, Estimator and Project Manager, visited the site. He walked and photographed the project area. He is very comfortable with the project scope and objectives as he has bid and managed the same types of project on numerous occasions.

We understand the scope as we have completed this type of work in the past and are currently in progress on this type of project for the City of Pensacola. We recognize that the project area is relatively small with the 10’ easement and that it is surrounded by residential neighborhoods. We will be strategic in our activities so that we do not encroach on neighboring properties. We know the importance of keeping area residents pleased with as little disruption as possible.

Our intent is to start at the outfall end of existing pipe with replacements, therefore allowing a **positive** outfall for the existing outfall at all times. We also recognize we will be dealing with the water table and will dewater in a permissible manner.

We are also aware that there are large trees that will have to be removed within the site. We have made provisions in our bid for a highly experienced Tree Surgeon to provide needed services.

J Miller has a plan in place for erosion and sediment control to prevent any turbidity or sediment loss from the site.

This project is located at an active roadway. Proper MOT will be used for the project in general and during installation of pipe crossing the roadway.

J Miller has been practicing budgets and cost controls for 20 years. This project will receive the same careful attention to maintain budgets and cost controls.

Applicable permits will be applied for with the appropriate agencies prior to commencement of permit required work.

Required permits and cost: NPDES Permit with Notice of Intent to Discharge from Florida DEP- \$250.00 to be paid by J. Miller Construction. And General Permit from City of Destin if required to be paid by J. Miller Construction.

Past Performance

Please see attached references for past completed projects. We are particularly proud of our DOT grade as that was our first ever DOT project.

To date, we have never been assessed liquidated damages of any kind. We have not failed to complete any project by the deadline. There have been delays due to weather and other circumstances beyond our control in this industry, but we resume as soon as possible.

Warranty

J. Miller Construction warrants workmanship for a period of 2 years from date of completion.

Material to be used and product warranty information attached

Tentative Construction Schedule

J Miller Construction, Inc	
RFB No. 20-09-PS Tentative Construction Schedule	
From Executed Contract Date	
Cross Street	Days
Order Materials	1-2
Mobilize	22-24
Set MOT	25
Demo	26-40
Pipe and Pre-Cast	41-50
Site Concrete	51-58
Railings	60
Fine Grade/Landscape	58-65
Demobilize	66
Calhoun Ave	
Mobilize	66-68
Set MOT	69
Demo	70-84
Pipe and Pre-Cast	85-94
Site Concrete	94-100
Railings	101
Fine Grade/Landscape	102-109
Demobilize	110

Other Information

J Miller Construction acknowledges that this project will require Certified Payroll for Davis Bacon Wages according to the rates in-attachment no. 6. J. Miller will comply as required.

J Miller Construction also acknowledges the Contract Provisions in attachment no. 7 and Federally Required Contract Clauses in attachment no. 8 and will comply as required.



ENGINEERING *and* CONSTRUCTION SERVICES

June 15, 2020

Mr. Eli Miller, Vice President
J. Miller Construction, Inc.
8900 Waring Road
Pensacola FL 32534

Re: Gaberonne Swamp Stormwater Pensacola Bay Watershed Improvements Langley Avenue
Diversion Box and Storm Conveyance Project
Project Completion and Warranty Activation

Dear Mr. Miller:

A final inspection has been performed to verify completion of the above-referenced project, and the infrastructure and landscape appear to have been constructed in accordance with the contract construction plans and specifications meeting City standards. Therefore, as of April 28, 2020, and by copy of this letter, these improvements are accepted for maintenance by the City of Pensacola and all warranties are hereby activated.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Derrik Owens".

for L. Derrik Owens, P.E., D.WRE
Director of Public Works and Facilities/City Engineer

LDO/sc

cc: Christopher King, Construction Inspector
Roger Williams, Stormwater Manager

CONTRACTOR'S PAST PERFORMANCE REPORT

J. MILLER CONSTRUCTION INC.
(Contractor Name)

8900 Waring Rd Penscola, FL 32534
(Address)

\$ 1,024,615.27
(Final Contract Amount)

Acierto-Kent, Georgina / D-3 Milton Operations
(Project Administrator/Firm or Residency)

432288-1-52-01
(FIN Project No.)

ESCAMBIA T3614
(County) (Contract No.)

0022 BRIDGE REPLACEMENT
(Type Of Work)

07-03-2019
(Date Final Accepted)

ANSWER ALL QUESTIONS

<u>Performance</u>	<u>Maximum Value</u>	<u>Rated Value</u>
1. Pursuit of the Work	12	<u>12</u>
2. Proper MOT and Minimize Impacts to Traveling Public	12	<u>12</u>
3. Timely and Complete Submittal of Documents	8	<u>8</u>
4. Timely Completion of Project	14/20 note #4	<u>14</u>
5. Coordination/Cooperation with CEI Personnel, Property Owners, and Utilities Company	10	<u>10</u>
6. Mitigate Cost and Time Overruns	12	<u>12</u>
7. Environmental Compliance	10/12 note #4	<u>10</u>
8. Conformance With Contract Documents	20	<u>20</u>
9. DBE Utilization	0/4 note #4	<u>0</u>
Total Score	98/110	<u>98</u>

Georgina T Acierto-Kent Digitally signed by Georgina T Acierto-Kent
Date: 2019.07.18 11:14:24 -05'00'

Project Administrator (signature)

Date

Resident Engineer (signature)

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 03
CONTRACTOR'S PAST PERFORMANCE RATING

Date of the Report:	July 18, 2019 Revised:07-18-2019	Original Contract Days:	120
FIN ID:	432288-1-52-01	Days Granted:	56
Contractor Number:	T3614	Weather Days:	62
Contractor:	J. MILLER CONSTRUCTION INC.	Allowable Contract Days:	238
Job Description:	CRARY ROAD OVER PRITCHETT MILL CREEK BRIDGE NO. 484048	Days Used as of Today:	238
Project Administrator:	Acierto-Kent, Georgina	Deficiency Ltr. Factor (DLF):	1

Contractor Performance Rating (Max. of 108):	98	Interim		Final	Yes
---	----	----------------	--	--------------	-----

CATEGORY 1 - Pursuit of the Work	Score (Max of 12):	12
	Pursuit of Work	97.00 %

From	To	Work Days	Pursued Days	Remarks
11-08-2018	11-30-2018	18	18	
12-01-2018	12-31-2018	26	25	
01-01-2019	01-31-2019	27	26	JMiller chose not to work on 1/26/19 with a 6 day WW Plan
02-01-2019	02-28-2019	24	24	
03-01-2019	03-31-2019	26	25	Non pursuit day 3/30
04-01-2019	04-30-2019	26	23	Non pursuit date 4/20, 4/27, 5/1
05-01-2019	05-31-2019	23	23	
06-01-2019	06-30-2019	20	20	
07-01-2019	07-03-2019	3	3	

CATEGORY 2 - Proper MOT & Minimize Impacts to Traveling Public	Score (max. of 12):	12
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 3 - Timely and Complete Submittal of Documents	Score (max. of 8):	8
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 4 - Timely Completion of Project	Score (max. of 20):	14
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CATEGORY 5 - Coordination/Cooperation with Construction Engineering Inspection Personnel, Property Owners and Utility Companies	Score (max. of 10):	10
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 6 - Mitigate Cost and Time Overruns	Score (max. of 12):	12
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 7 - Environmental Compliance	Score (max. of 10):	10
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 8 - Conformance With Contract Documents	Score (max. of 20):	20
	Quality of Work	100.00 %

From	To	Allowable Days	Quality Days	Remarks
11-08-2018	11-30-2018	23	23	
12-01-2018	12-31-2018	31	31	
01-01-2019	01-31-2019	31	31	
02-01-2019	02-28-2019	28	28	
03-01-2019	03-31-2019	31	31	
04-01-2019	04-30-2019	30	30	
05-01-2019	05-31-2019	31	31	
06-01-2019	06-30-2019	30	30	
07-01-2019	07-03-2019	3	3	

CATEGORY 9 - DBE Utilization	Score (max. of 4):	0
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Did the Contractor achieve or exceed the DBE availability percentage shown in the bid proposal?	No
If no DBE availability percentage shown in the bid proposal, did the Contractor achieve 8% or more DBE utilization?	No

Resource Management Service, LLC
5605 Woodbine Road
Pace, FL 32571
Office: 850-994-1130
Fax: 850-994-3806



August 11, 2015

TO WHOM IT MAY CONCERN:

It gives me great pleasure to write this letter of recommendation for J. Miller Construction Company, Inc. As District Manager, and more recently, Region Manager of Resource Management Service, LLC's Florida Region, I have worked directly with Jimmy, Eli, and crew for the last 8 years on countless projects similar to, although not the same scale as, the Ten Mile Creek Restoration Project. I, nor anyone at Resource Management Service, LLC has ever been disappointed or dissatisfied with the quality of work provided by J. Miller Construction. Our forest management operations are certified by the Sustainable Forestry Initiative and we have a long, successful history of managing forest lands through our commitment to environmental, social, and economic stewardship. The careful selection and use of top quality contractors such as J. Miller Construction is a significant contributor to our success. I have no reservation whatsoever in recommending J. Miller Construction for the Ten Mile Creek Restoration Project.

I am certain that J. Miller Construction will contribute to the success of the Ten Mile Creek Restoration Project should they ultimately be awarded the project. J. Miller is a very reliable, qualified, dependable, knowledgeable, and customer focused organization whose ethics and values, professionalism, and ability to make quality decisions on the fly are second to none. They have the equipment, they employ excellent, experienced, and local operators, and the Miller's themselves live and do business here in the local area. They have proven to be a cut above the other contractors we (RMS) have used in the past. I respectfully ask for your careful, yet favorable consideration with respect to allowing J. Miller Construction the opportunity to lead the restoration efforts of Ten Mile Creek. I am confident you will not regret your decision.

Should there be any questions regarding the detail and/or scope of the work performed by J. Miller Construction on RMS managed lands, or if I could be of further assistance, please do not hesitate to call. I can be reached at 850-994-3074.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ezekiel", written in a cursive style.

Matt Ezekiel
Manager – Florida Region
mezekiel@resourcemgt.com



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

August 12, 2015

SUBJ: LOW WATER CROSSING CONSTRUCTION

To whom it may concern:

The Northwest Florida Water Management District contracted with J. Miller Construction Co., Inc. to install one low water crossing on Cotton Creek Road. The project was within the Escambia River Water Management Area near McDavid, Florida and within the boundaries of the Escambia River Water Management Area.

The purpose of the project was to restore natural surface water drainage patterns, enhance wetland function, and improve the quality and timing of surface water runoff within the Escambia River floodplain while allowing for large vehicle traffic.

J. Miller Construction Co., Inc. provided the labor and equipment to remove and stockpile approximately 130 cubic yards of in-situ soil and install one hardened low water crossing. The low water crossing consisted of a layer of geotextile fabric covered with nine inches of 2"-4" diameter coarse aggregate with a maximum L.A. abrasion loss of 35%. The low water crossing was then covered with three inches of #5 coarse aggregate to provide a smoother driving surface.

J Miller Construction Co., Inc. successfully performed the installation within the budget and within the designated time frame.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Chaisson".

Linda Chaisson, P.E.
Associate Hydrologist
850-539-2662
Linda.Chaisson@nwfwater.com

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

THREE³RIVERS

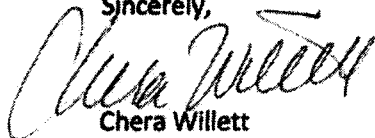
Resource Conservation & Development Council, Inc.

August 12, 2015

On behalf of Three Rivers Resource Conservation & Development, It is without hesitation that I can say J. Miller Construction comes highly recommended. Jimmy Miller is an expert in his field and it has been a pleasure working with his company for over 15 years now. J. Miller Construction has completed numerous restoration projects with Three Rivers RC&D on Eglin Air Force Base.

The dedication and experience that J. Miller Construction has with stream restoration/stabilization will be very beneficial. Eglin Air Force Base has been very pleased with the work and professionalism of J. Miller Construction and staff. Please feel free to call us at anytime with any questions you may have.

Sincerely,



Chera Willett



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 20, 2020

J. MILLER CONSTRUCTION INC.
8900 WARING RD
PENSACOLA, FLORIDA 32534

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

**If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cg



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MILLER, ELI H

J MILLER CONSTRUCTION INC
8900 WARING ROAD
PENSACOLA FL 32534

LICENSE NUMBER: CBC1255614

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MILLER, ELIH

J MILLER CONSTRUCTION INC
8900 WARING ROAD
PENSACOLA FL 32534

LICENSE NUMBER: CUC1224629

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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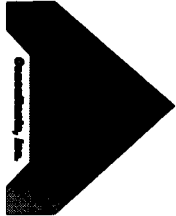


This Certifies that
James Gonzalez

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 10/30/2022 Certificate # 45106
Instructor: Ronald C. Appel FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



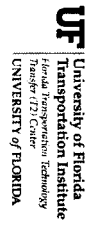


This Certifies that
Thomas A. Dulaney

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 12/22/2020 Certificate # 24015
Instructor: Gordon Bureson FDOT Provider # 36

T2 Center/University of Florida
Phone: 352-273-1685
2100 NE Waldo Road
Gainesville,
TX 32601
T2cette@ufl.edu
dkpage@ufl.edu





Department of Environmental Protection

2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

James Gonzalez
8900 Waring Road
Pensacola, FL 32534

**DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM
James Gonzalez
Class Date *Inspector Number*
May 9, 2019 42844

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

James Gonzalez

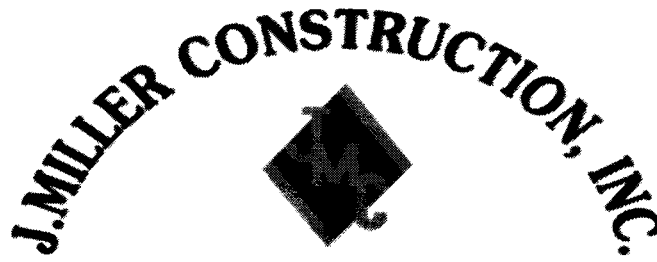
has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

Hal Lunsford
Statewide Training Coordinator

May 9, 2019

Inspector Number 42844

Kevin Coyne
WQRP Program Administrator



June 24, 2020

Following is Specific Project Experience for Terry “Shane” Gibson working within environmentally sensitive areas along with installation and /or replacement of stormwater outfalls.

Since Shane Gibson has been employed with J. Miller Construction, over 40 stormwater outfall projects have been completed for multiple agencies, including, The City of Pensacola , Florida Department of Transportation and Escambia County. Projects ranging in amounts between \$50K and \$1.5M. Shane has been an integral part of these projects.

In completing multiple Erosion Control Projects at Eglin AFB, Shane has facilitated the stabilization of adjacent stream banks including the removal of old timber bridges and trestles all while protecting the integrity of the environmentally sensitive areas.

Shane was also instrumental in the repair of Main Street (Downtown Pensacola) Flood Repairs located at the end of Coyle Street where the April 2014 Flood blew out a portion of Main Street into a man-made stream that the City of Pensacola had previously rehabilitated to enhance the quality of runoff going into Pensacola Bay. On this project, we removed approximately 200 cubic yards of silt from the stream, replaced rip-rap channelizers and replanted wetlands plants that had been destroyed by the influx of silt.

J. Miller Construction has been hired on multiple occasions by the Northwest Florida Water Management District (NWFLWMD) to mitigate old stream crossings that had impeded the natural flow of water. Shane has been instrumental in the removal of the old crossings while protecting the existing vegetation and installing the new low water crossings so that the water could reclaim its natural flow. We have completed several of these job types for NWFLWMD.

Thomas "Tom" Dulaney

Milton, FL

Experience

J. Miller Construction, Inc, Pensacola, FL
Project Manager/Estimator
2013 to Present

Commercial estimating, bidding, project management, project material procurement, contract review and execution. Primary project focus for County and City Government to include concrete construction, road and highway construction, storm water collection and erosion control.

Needle Development, Atlanta, GA
Construction Manager
2009 to 2013

Initial project analysis, site selection and evaluation, land use analysis, site development, design team selection and management, scheduling, construction management and coordination, city/county/state re-zoning applications, environmental impact, permitting and plan review and cost analysis. Proposals, Contract Review and Execution, Expertise in Residential Development and Infrastructure, Utilities Construction, Highway and Bridge Construction.

TMC Construction, Atlanta, GA
Construction Manager
1976 to 2008

Initial project analysis, site selection and evaluation, land use analysis, site development, design team selection and management, scheduling, construction management and coordination, city/county/state re-zoning applications, environmental impact, permitting and plan review and cost analysis. Expertise in Residential Development and Infrastructure, Utilities Construction, Highway and Bridge Construction.

Education

Georgia Tech University, Atlanta, GA BS Civil Engineering 1975

Dominic Frank Beovich III, P.E.
8900 Waring Road
Pensacola, FL 32534
(850)380-8064
frank@jmillerconstruct.com

March 2015 to Present – Project Manager

J. Miller Construction, Inc., Pensacola, FL – Responsible for estimating, bidding, project management, subcontract preparation, subcontractor management, material procurement, contract progress pay application billing, marketing, as-built drawings, compliance with regulatory codes and statutes. Primary areas of expertise include commercial site work, residential development infrastructure, environmental storm water collection and treatment facilities, utilities construction, roadway and highway construction.

2009 to February 2015 – Regional Manager/Project Manager

J2 Engineering, Inc, Pensacola, FL – Responsible for the day to day management of personnel and assigned projects. These duties include development of pre-construction plans including the Safety, Accident Prevention, Demolition, Quality Control and Environmental plans. Drafts and implements Cost-Loaded Project Schedules in Primavera P6 and SureTrak. Negotiates subcontracts for all aspects of work. Corresponds regularly with government contracting officials (both written and verbally). Drafts letters, requests for information, project schedule updates and invoice documentation. Supervises project management and field construction personnel associated with ongoing projects. Involved with corporate marketing efforts. Prepares and submits construction project bids.

2008 to 2009 – Pensacola Area Manager

J.B. Coxwell Contracting, Jacksonville, FL – Responsibilities include estimating, bidding, management, subcontractor coordination, marketing, scheduling, subcontractor billing, as-built drawings and compliance with regulatory codes and statutes. Primary areas of expertise include environmental water, wastewater, and storm water construction in addition to road and highway construction.

2003 to 2008 – Engineer and Estimator

Chadbourne Construction, Pensacola, FL – Responsible for estimating, bidding, subcontract preparation, contract execution, material procurement, subcontractor coordination, marketing, subcontractor billing, as-built drawings and compliance with regulatory codes and statutes. Primary areas of expertise include commercial site work, residential development infrastructure, environmental storm water collection and treatment facilities, roadway and highway construction.

2001 to 2003 – Project Manager

Hatch Mott MacDonald, Pensacola, FL – Responsible for marketing, engineering proposals, design team management, project design, permitting, project specifications, bid documents, bid openings, invoicing and collections. Primary areas of expertise include commercial development, residential development infrastructure, environmental storm water and treatment facilities, utilities, roads and highway design.

1991 to 2001 – Engineering Manager – Okaloosa County Water and Sewer

Okaloosa County, Ft. Walton Beach, FL – Responsible for Engineering Department operations including development plan review, budget preparations, public interaction, ordinance amendments, utilities construction, inspections and in-house project designs, permitting, inter-local governmental coordination. Duties also included operational management of wastewater collection and treatment facilities, potable water supply and transmission facilities, construction and maintenance, and regulatory compliance.

1985 to 1991 - Project Engineer

Barrett, Daffin and Carlan, Inc, Pensacola, FL – Responsible for the design and permitting of commercial, government and residential projects. Designs included Escambia County Florida road projects, Escambia County Utility Authority utility projects, Santa Rosa Island Authority infrastructure projects as well as project construction administration.

1981 to 1985 - Engineer and Inspector

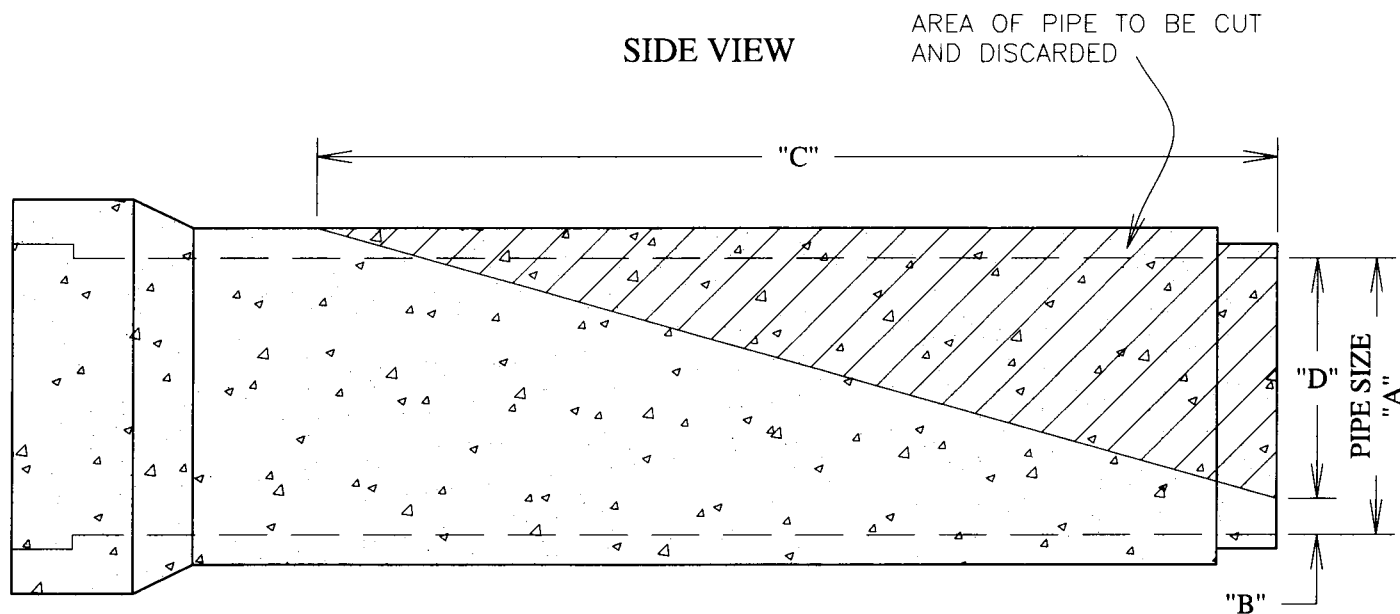
Baskerville Donovan Engineers, Pensacola, FL – Responsible for design and permitting of private and government projects, management of inspectors for utilities and site work projects, threshold inspections of multi-story building, owner and developer billings, and inspection reports.

Certifications

Florida Professional Engineer #38543
Florida Certified Underground Utility Contractor #CUC1223952
Mississippi Professional Engineer #18456
Construction Lien Law Certification
Excavation, Trenching and Underground Safety Certification
Basic Workers Compensation Certification
Basic Business Practice Certification
Advanced Building Code Certification
Contract Review Certification
Workplace Safety and OSHA Certification
Current Changes to Chapters 471 and 455 Florida Statutes Certification
Transportation Workers Identification Certification (TWIC)
OSHA 30 Hour Certification
OSHA Competent Person
USACE Quality Control Management Certification

Education

B.S., Civil Engineering, 1981
Auburn University, Auburn, AL



4:1 RATIO				
PIPE SIZE "A"	"B"	"C"	"D"	APPROX. WEIGHTS
15"	3"	48"	12"	887 lbs
18"	3"	60"	15"	1,091 lbs
24"	3"	84"	21"	1,533 lbs
** 30"	3"	108"	27"	5,567 lbs
** 36"	3"	132"	33"	6,121 lbs
** 42"	3"	156"	39"	6,700 lbs
** 48"	3"	180"	45"	7,536 lbs
*** 54"	3"	204"	51"	13,015 lbs

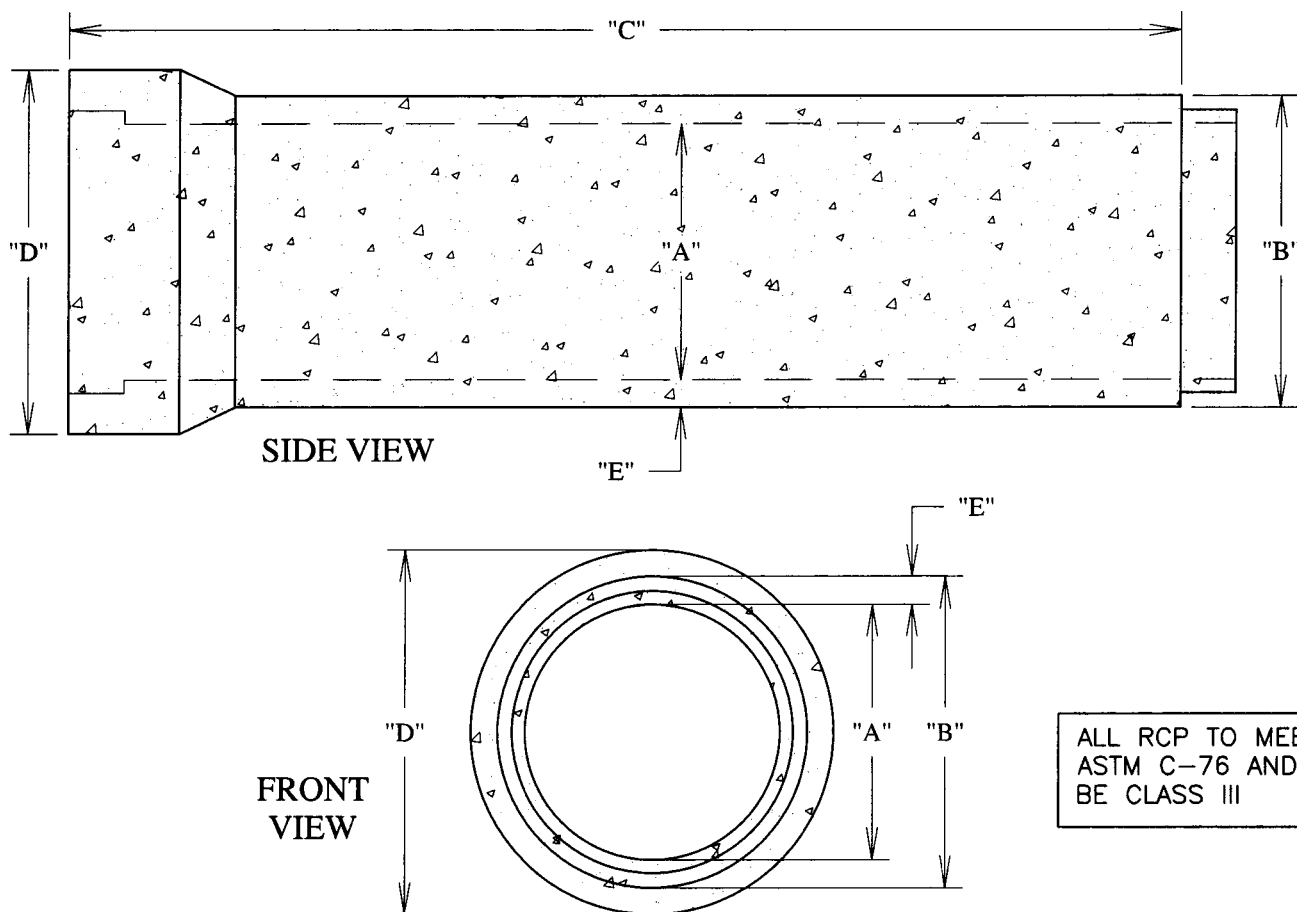
** – REQUIRES 2 LENGTHS OF PIPE

*** – REQUIRES 3 LENGTHS OF PIPE

1. AVAILABLE IN GOOD BELL & GOOD SPIGOT VARIETES
2. AVAILABLE IN OTHER RATIOS UPON REQUEST

NOT TO SCALE
DIMENSIONS SUBJECT TO
SITE SPECIFIC CHANGES.

PRODUCT		DATE	SECTION.PAGE
MITERED END SECTION CIRCULAR REINFORCED CONCRETE PIPE	SOUTHEASTERN  PIPE & PRECAST, INC.	10/31/08	01.03



PIPE SIZE	INSIDE DIAMETER "A"	OUTSIDE DIAMETER "B"	LAYING LENGTH * "C"	OUTSIDE BELL DIAMETER "D"	WALL THICKNESS "E"	APPROX. WEIGHTS
15"	14.875"	19.875"	100"	23"	2.50"	1,109 lbs
18"	18"	23.50"	100"	26.75"	2.75"	1,474 lbs
24"	23.75"	30.75"	100"	32.75"	3.50"	2,402 lbs
30"	29.625"	38.125"	100"	39.50"	4.25"	3,711 lbs
36"	35.875"	44.625"	98"	45.75"	4.375"	4,501 lbs
42"	42"	51.00"	98"	52.25"	4.50"	5,403 lbs
48"	48"	57.875"	98"	58.25"	4.9375"	6,729 lbs
54"	53.875"	64.375"	98"	64.75"	5.25"	8,034 lbs
60"	59.875"	71.875"	96"	74.875"	6.00"	10,500 lbs

* LAYING LENGTH PER PIPE SIZE VARIES SLIGHTLY,
BUT 96" IS TYPICALLY USED FOR RUN CALCULATIONS.

NOT TO SCALE
DIMENSIONS SUBJECT TO
SITE SPECIFIC CHANGES.

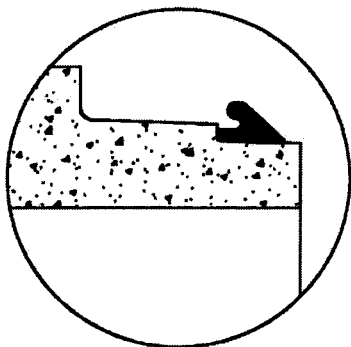
PRODUCT		DATE	SECTION.PAGE
REINFORCED CONCRETE PIPE (CIRCULAR)	SOUTHEASTERN © PIPE & PRECAST, INC.	01/12/17	01.01



TYPE 4G & 4F PROFILE

FOR SINGLE-STEP PIPE AND MANHOLE JOINTS

TYPE 4G & 4F Profile Gaskets were developed specifically to meet the needs of contemporary concrete pipe joint designs. Their unique design and superior quality provide the perfect match for reliable sealing of underground collection systems.

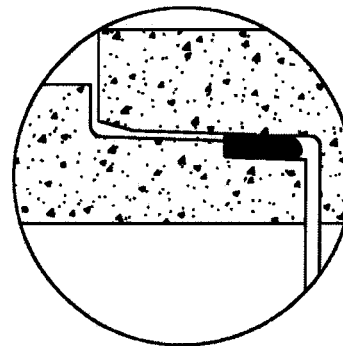


How They Work

- Wedge design reduces homing force while it concentrates sealing force.
- Gasket slope creates an entrance angle that helps center the pipe during installation.
- Unique "Swayback" design reduces pushback during pipe installation.
- Increased rubber mass provides more gasket contact area between gasket and pipe.
- Less likely to roll, pinch, or break bells.
- Installation is simple and easy.

Applications

- Sanitary Concrete Pipe Joints
- Stormwater Concrete Pipe Joints
- Manhole Joints
- Box Culvert Joints
- Elliptical Concrete Pipe Joints



Why They Are Better

- Rubber compounds were developed specifically for concrete pipe sealing.
- Each profile design has been analyzed and optimized for a specific joint configuration.
- Extrusion process is laser-controlled for precise, consistent sizing.
- Every production run is tested and certified by our in-house laboratory before being released for production.
- Automated processing equipment eliminates variability in sizing.
- 100% final inspection guarantees quality of the finished product.

How They Perform

TYPE 4G & 4F PROFILES meet or exceed all requirements of **ASTM C 443** and **ASTM C 1619**

Press-Seal believes all information is accurate as of its publication date. Information, specifications, and prices are all subject to change without notice. Press-Seal is not responsible for any inadvertent errors. Copyright 2012.

Phone: 800-348-7325
Fax: (260) 436-1908

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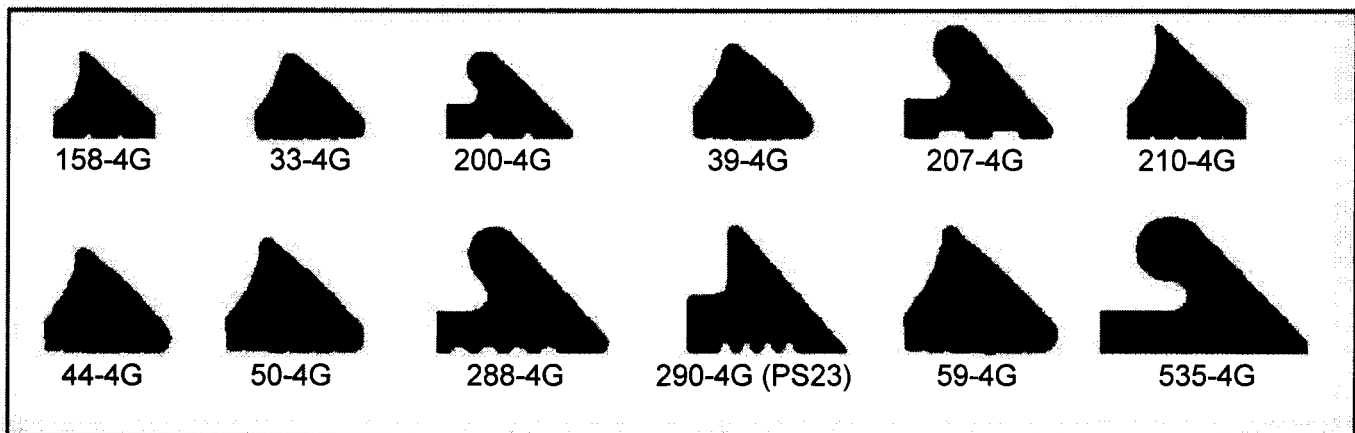
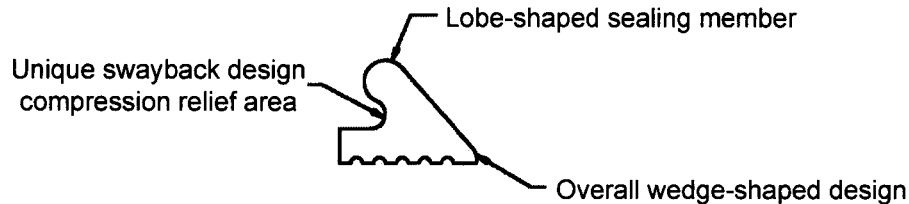


TYPE 4G & 4F PROFILE

FOR SINGLE-STEP
PIPE AND MANHOLE
JOINTS

Type 4G and 4F gaskets offer simple installation and reduced assembly forces for a more reliable seal.

Available for Concrete Pipe, Manholes and Box Culverts.



Type 4G & 4F gaskets meet and/or exceed the physical property requirements of

ASTM C 443 - Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets

and

ASTM C 1619 - Standard Specification for Elastomeric Seals for Joining Concrete Structures

Type 4G & 4F gaskets are available in regular and oil-resistant compounds.

Contact our Customer Service Department for ordering information.

Gasket Type	Gasket Height (Inch)	Gasket Height (mm)	Typ. Annular Space (Inch)	Typ. Annular Space (mm)
33-4G	.610	15.5 mm	.326	8.3 mm
39-4G	.685	17.4 mm	.380	9.6 mm
200-4G	.700	17.8 mm	.400	10.2 mm
207-4G	.818	20.8 mm	.446	11.3 mm
210-4G	.826	21.0 mm	.446	11.3 mm
44-4G	.732	18.6 mm	.446	11.3 mm
50-4G	.799	20.3 mm	.500	12.7 mm
288-4G	.908	23.1 mm	.500	12.7 mm
290-4F (PS-23)	.918	23.3 mm	.500	12.7 mm
59-4G	.890	22.6 mm	.600	15.2 mm
535-4G	.970	24.6 mm	.600	15.2 mm
158-4G	.608	15.4 mm	.765	19.4 mm

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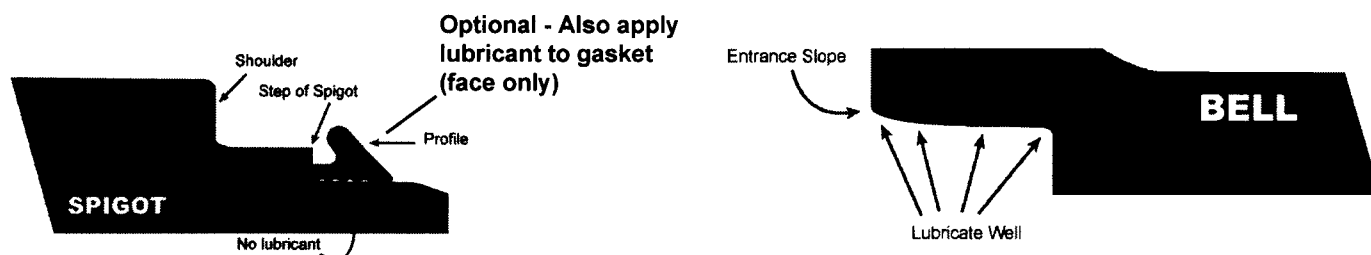


CONCRETE PIPE and MANHOLE GASKETS

TYPE 4G and 4F GASKET INSTALLATION

Type 4G and 4F gaskets manufactured by Press-Seal Corporation have proved to be one of the most reliable gasket systems ever developed for concrete pipe. It is easy to ensure the best performance of the 4G and 4F gaskets by following these simple installation steps.

1. The pipe should be handled with extreme caution to avoid chipping of the spigots or bell grooves.
2. Check for and remove any loose dirt, debris or foreign material from the inside surface of the bell, spigot and gasket
3. Stretch the gasket over the spigot end of the pipe and move it back until it is seated against the step of the spigot. Always place squared area of gasket against pipe and step.
4. The gasket should be equalized by inserting a clean round metal object between the gasket and manhole and making at least 1 -1/2 revolutions around the manhole. The gasket can also be equalized by slightly tugging/pinching the gasket at different points around the manhole.
5. After equalization, ensure the rear of the gasket is seated firmly against the spigot step, around the full circumference of the spigot.
6. Remove all dirt and other foreign matter from the inside surface of the bell. Using Press-Seal lubricant formulated especially for concrete pipe, lubricate the entire bell area of the joint. Be sure to coat the entrance slope of the bell thoroughly with lubricant. It is important that the gasket grips the spigot during installation, so that it is not displaced from the step.



7. Carefully align pipe sections squarely and bring home slowly, so that the gasket makes contact with the bell entrance slope evenly around the entire pipe joint.
8. Complete installation by following pipe manufacturer's recommended bedding and backfilling practices.

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Web: www.press-seal.com



PRESS-SEAL CORPORATION

Providing products and services that protect our planet's clean water supply

January 2, 2019

RE: National Precast Concrete Association (NPCA)
Quality Control Manual for Precast Concrete Plants, 13th Edition,
Published January 2018.

To Our Customers:

Press-Seal Corporation hereby certifies conformance with requirements of the above-published NPCA Quality Control Manual as follows:

1. Press-Seal Corporation is currently registered to ISO 9001:2015
2. Press-Seal Corporation meets or exceeds the requirements for testing rubber physical properties for each rubber compound for each specification (as required under Section 6.2.1.8 part 1, and Section 6.3.5, part 1); and
3. Press-Seal Corporation meets or exceeds the requirements for measurement of critical gasket physical characteristics (as required under Section 6.2.1.8 part 2, and Section 6.3.5, part 2); and
4. Press-Seal Corporation maintains records of these tests and measurements as required under Manual Sections 6.2.1.8 and 6.3.5 for Gasket Quality Control for a period of at least one year; and
5. Press-Seal Corporation has an integrated system for additional testing of products in the event that measurements obtained from samples are not within acceptable tolerances. Material which is not in conformance with requirements is segregated from usable stock and is positively precluded from use or transfer.

Certified by:

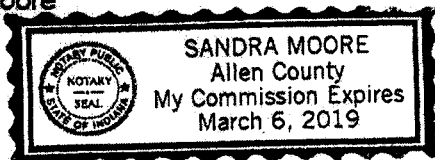
Brad Carpenter, Quality Manager

County of Allen)
State of Indiana)

Sworn before the subscribed in my presence, this 2nd day of January 2019.

Sandra Moore

Notary Public.





PRESS-SEAL CORPORATION

Providing products and services that protect our planet's clean water supply

January 2, 2019

CERTIFICATE OF COMPLIANCE

This is to certify that the PROFILE GASKETS supplied by Press-Seal Corporation, 2424 W. State Boulevard, Fort Wayne, Indiana, are manufactured in the United States of America using North American and globally sourced components and meet or exceed the Specification requirements of ASTM C 443 for standard rubber gaskets, ASTM C 1619, Class C and E for rubber gaskets.

This certification does not guarantee any field application or testing performance criteria. These criteria are controlled by product dimensions and tolerances, as well as field installation conditions and techniques, which are outside the control of the manufacturer.

Sincerely,
PRESS-SEAL CORPORATION

Brad Carpenter
Quality Manager



SOUTHEASTERN PIPE & PRECAST, INC.

2900 N. Highway 95 A
Cantonment, FL 32533
Office: (850) 587-PIPE (7473)
Fax: (850) 587-3026



Updated: 04/16/20

Precast Mix Design #1

1.5 cubic yard SCC
(4,000 psi)

Mix Breakdown

Coarse - 2,000 lbs ±

Mine # AL 149

Fine - 2,500 lbs ±

Mine 60-718

Cement - 940 lbs ±

ARGOS Cement

Water - 375 lbs ± / 44.96 Gallons

Cottage Hill Water Works

w/c ratio - 0.41 ±

Addmixes:

Plastol 5700 (water reducer) – 30 oz
APL 924-006-010

*** Batch needs to mix in the mixer for no less than 5 minutes**

ADS N-12® PLAIN END PIPE (PER ASTM F2648) SPECIFICATION

Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 plain end pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

Pipe Requirements

ADS N-12 plain end pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4- through 60-inch (100 to 1500 mm) pipe shall meet ASTM F2648.
- Manning's "n" value for use in design shall be 0.012.

Joint Performance

Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of ASTM F2648.

Gasketed connections shall incorporate a closed-cell synthetic expanded rubber gasket meeting the requirements of ASTM D1056 Grade 2A2. Gaskets, when applicable, shall be installed by the pipe manufacturer.

Fittings

Fittings shall conform to ASTM F2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material, and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted) or Class 2 (minimum 90% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.02. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.

Pipe Dimensions

Nominal Diameter, in (mm)													
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.* in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)

*Pipe O.D. values are provided for reference purposes only, values stated for 12 through 60-inch are ± 1 inch. Contact a sales representative for exact values

**All diameters available with or without perforations.

STATEMENT OF LIMITED WARRANTY:

a) Limited Warranty. Subject to the limitations and exclusions set forth below, Seller warrants that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.

b) Warranty Limitations and Exclusions.

(i) For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications and guidelines, manufacturer's installation recommendations and other applicable laws. Specifically excluded from the warranty are damages to the products arising from ordinary wear and tear, alteration or repair by anyone other than Seller, accident, misuse, abuse or neglect, or any other event not caused by Seller.

(ii) Seller's obligation under this warranty shall not include any transportation charges or costs of installation.

(iii) Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary or expand the express warranty set forth above.

(iv) IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including loss of production and profits, labor and materials, overhead costs or other loss or expenses incurred by Buyer or any third party.

(v) TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) Claims: Remedies. All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, 4640 Trueman Boulevard, Hilliard, Ohio 43026, no later than sixty (60) days after Buyer's discovery of defects in the products for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace those products determined by Seller to be defective and covered by this warranty. The supply of replacement products is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.

J. MILLER CONSTRUCTION, INC.
FINANCIAL STATEMENTS AND
SUPPLEMENTARY SCHEDULES
YEAR ENDED DECEMBER 31, 2019

J. MILLER CONSTRUCTION, INC.

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L.L. SIMMONS, CPA, P.A.

CERTIFIED PUBLIC ACCOUNTANT

**3008 Langley Avenue
Pensacola, Florida 32504**

To the Board of Directors and Stockholders
of J. Miller Construction, Inc.

Accountant's Audit Report

We have audited the accompanying balance sheets of J. Miller Construction, Inc. (an S Corporation) as of December 31, 2019 and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of J. Miller Construction, Inc. as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

L.L. Simmons, CPA, P.A.

L.L. Simmons, CPA, P.A.
Pensacola, Florida
April 3, 2020

J. MILLER CONSTRUCTION, INC.

BALANCE SHEET

DECEMBER 31, 2019

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$1,497,696
Contract Receivables	1,959,847
Costs and estimated earnings in excess of billings on uncompleted contracts	176,171
Employee Advances Receivable	<u>890</u>

TOTAL CURRENT ASSETS **\$ 3,634,604**

PROPERTY AND EQUIPMENT

Construction equipment and vehicles	\$ 6,236,010
Office furniture and equipment	<u>2,031</u>
	6,238,041
Less accumulated depreciation	<u>6,006,780</u>

TOTAL PROPERTY AND EQUIPMENT **\$ 231,261**

OTHER ASSETS

Deposits	\$ 0
----------	------

TOTAL OTHER ASSETS **\$ 0**

TOTAL ASSETS **\$ 3,865,865**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

BALANCE SHEET

DECEMBER 31, 2019

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 569,083	
Notes Payable	563,019	
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>776,073</u>	
TOTAL CURRENT LIABILITIES		\$1,908,175

LONG-TERM DEBT LESS CURRENT MATURITIES **\$ 720,456**

STOCKHOLDER'S EQUITY

Common Stock, \$1.00 par value, authorized 10,000 shares; issued, 10,000 shares	\$ 10,000	
Additional paid-in capital	0	
Retained earnings	<u>1,227,234</u>	
TOTAL STOCKHOLDER'S EQUITY		<u>\$1,237,234</u>

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY **\$3,865,865**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2019

Contract revenues	\$15,868,835
Cost of contract revenues	<u>14,141,344</u>
Gross Profit	1,727,491
General and administrative expenses	<u>342,644</u>
Income from operations	1,384,847
Other Income	<u>133,143</u>
Net Income	<u>\$ 1,517,990</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2019

Balance, beginning of year	\$ 1,009,798
Net Income	1,517,990
Distributions to Stockholders	<u>(1,300,554)</u>
Balance, end of year	<u>\$1,227,234</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 1,517,990
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	776,869
(Increase) Decrease in:	
Receivables	(747,088)
Employee Advances	(150)
Cost and estimated earnings in excess of billings on uncompleted contracts	(81,767)
Increase (Decrease) in:	
Accounts payable	185,315
Billings in excess of cost and estimated earnings	474,615

NET CASH PROVIDED BY OPERATING ACTIVITIES **\$2,125,784**

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment and Vehicles	<u>(252,139)</u>
------------------------------------	------------------

NET CASH USED FOR INVESTING ACTIVITIES **\$(252,139)**

CASH FLOWS FROM FINANCING ACTIVITIES

Decrease in Notes Payable to Bank	(103,162)
Distributions to stockholders	<u>(1,300,554)</u>

NET CASH USED FOR FINANCING ACTIVITIES **\$(1,403,716)**

INCREASE IN CASH **\$ 469,929**

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR **\$ 1,027,767**

CASH AND CASH EQUIVALENTS AT END OF YEAR **\$ 1,497,696**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2019

NOTE A - SIGNIFICANT ACCOUNTING POLICIES

Company's Activities and Operating Cycle

The Company is a general contractor, performing contracts for the construction and/or installation of up to two story buildings, infrastructure, sewer and water expansion projects, remodeling (commercial & residential), concrete and asphalt parking lots, land clearing maintenance such as grading dirt roads, gutter clearing, etc. The work is performed under fixed-price and cost-plus fee contracts. The length of the Company's contracts varies, but is typically less than one year.

Recognition of Contract Revenues and Costs

Revenues and costs from long-term construction contracts are recognized on the percentage-of-completion method, measured by the percentage of direct costs incurred to total estimated direct costs. This method is used because management considers expended costs to be the best available measure of progress on these contracts.

Contracts costs include direct material, labor, subcontract costs and those indirect costs related to contract performance such as indirect labor, supplies, tools, repairs and depreciation costs. General and administrative expenses are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and related profitability, including those arising from contract penalty provisions and final contract settlements that may result in revision to costs and income, are recognized in the period in which the revisions are determined.

The asset "Costs and earnings on uncompleted contracts in excess of related billings" represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues earned.

CASH EQUIVALENTS

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2019.

J. MILLER CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE A - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed over the estimated useful lives of the related assets. The useful lives of property and equipment for purposes of computing depreciation are:

Construction equipment and vehicles	3 - 7 years
Office equipment	5 - 10 years
Buildings	25 years

Income Taxes

The company has elected, with the consent of its stockholders, to be taxed as an "S" corporation under Internal Revenue Code Section 1362 and a similar section of the state Code. An S corporation does not generally pay income taxes but, instead, its stockholders are taxed on the Company's income. Therefore, these statements do not include any provision for corporate income taxes.

NOTE B - UNCOMPLETED CONTRACTS

Information regarding uncompleted contracts is as follows:

Total adjusted contract price	<u>\$ 15,358,937</u>
Costs incurred	\$ 2,201,759
Earnings recognized	<u>601,110</u>
	\$ 2,802,869
Less billings to date	<u>3,402,771</u>
	<u><u>\$ (599,902)</u></u>

Included in the accompanying balance sheet under the following caption:

Cost and earnings on uncompleted contracts in excess of related billings	\$ 176,171
Billings in excess of cost and estimated earnings on uncompleted contracts	<u>776,073</u>
	<u><u>\$ (599,902)</u></u>

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE C - MAJOR CUSTOMER

The Company rendered construction services for the Florida Department of Transportation. Revenue from such contract represented 10% of the Company's revenue from operations for the year. Furthermore, the Company rendered construction services for the Santa Rosa County, Board of County Commissioners. Revenue from such contract represented 10% of the Company's revenue from operations for the year.

NOTE D - LONG TERM DEBT

Long Term Debt consists of the following at December 31, 2019:

Secured:

- 1) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$564.67 through August 18, 2024. Such note is secured by a 2018 Ford F250.
- 2) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$549.36 through August 18, 2024. Such note is secured by a 2017 Ford F250.
- 3) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$665.90 through August 18, 2024. Such note is secured by a 2019 Ford F250.
- 4) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$1,127.46 through August 18, 2024. Such note is secured by a 2019 Ford F450.
- 5) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$610.50 through September 22, 2020. Such note is secured by a 2014 F350.
- 6) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$604.48 through September 28, 2021. Such note is secured by a 2016 F250 XL.
- 7) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$884.11 through September 25, 2021. Such note is secured by a 2016 F350.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE D - LONG TERM DEBT - CONTINUED

- 8) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 2.99% with monthly payments of \$2,226.99 through December 27, 2022. Such note is secured by a 2018 Kenworth T440 Dump Truck.
- 9) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$2,806.60 through December 28, 2021. Such note is secured by a 544K-II Wheel Loader.
- 10) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$3,216.64 through May 17, 2022. Such note is secured by a John Deere 300 Excavator with bucket.
- 11) Note Payable to Komatsu Financial bearing interest at a rate of 0% with monthly payments of \$3,471.81 through May 12, 2020. Such note is secured by a PC210LC-11 Excavator.
- 12) Note Payable to Komatsu Financial bearing interest at a rate of 0% with monthly payments of \$2,183.59 through September 13, 2021. Such note is secured by a D37PX-24 Crawler Dozer.
- 13) Note Payable to Kubota Credit Corporation USA bearing interest at a rate of 0.99% with monthly payments of \$824.97 through March 24, 2020. Such note is secured by a SVL75-2W Trackloader.
- 14) Note Payable to SunSouth Capital bearing interest at a rate of 3.99% with monthly payments of \$2,098.00 through April 15, 2020. Such note is secured by a Cat D5K2 LGPCS Dozer.
- 15) Note Payable to Trustmark National Bank bearing interest at a rate of 4.10% with monthly payments of \$2,496.49 through January 18, 2022. Such note is secured by a 2017 Kenworth T440 Dump Truck.
- 16) Note Payable to Trustmark National Bank bearing interest at a rate of 4.10% with monthly payments of \$2,530.80 through March 29, 2022. Such note is secured by a 2018 Kenworth T440 Dump Truck.
- 17) Note Payable to Trustmark National Bank bearing interest at a rate of 4% with monthly payments of \$2,721.84 through September 1, 2022. Such note is secured by a 2018 Kenworth T440 EX Dump Truck.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE D - LONG TERM DEBT - CONTINUED

- 18) Note Payable to Volvo bearing interest at a rate of 4.10% with monthly payments of \$2,435.24 through July 5, 2022. Such note is secured by a 2018 Volvo VHD84B200 Dump Truck.
- 19) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 0 %, with monthly payments of \$751.51 through August 5, 2020. Such note is secured by a Mini Excavator E42.
- 20) Note Payable to Wells Fargo bearing interest at a rate of 3.99% with monthly payments of \$2,461.96 through August 28, 2020. Such note is secured by a 2016 Peterbilt 389 Tractor.
- 21) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 0.1486% with monthly payments of \$777.32 through November 7, 2021. Such note is secured by a 2017 Bobcat T770 Compact Track Loader.
- 22) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 2.59% with monthly payments of \$2,894.93 through January 18, 2021. Such note is secured by a Weiler P385B-2167 Asphalt Paver.
- 23) Note Payable to John Deere Financial bearing interest at a rate of 1.75% with monthly payments of \$3,051.11 through March 15, 2021. Such note is secured by a 135G FT4 Excavator.
- 24) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$7,021.73 through September 27, 2022. Such note is secured by a 700K Crawler Dozer.
- 25) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.24% with monthly payments of \$2,917.06 through May 20, 2022. Such note is secured by a 2016 Peterbilt Dump Truck.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE E - DISTRIBUTIONS TO SHAREHOLDERS FOR ESTIMATED TAX PAYMENTS

During the calendar year 2020 the Company shall make distributions to shareholders of the Company totaling approximately \$590,000.00 for the payment of the balance of 2019 federal income taxes owed by the respective shareholders as well as 2020 estimated federal income tax payments. Since the Company is a Subchapter S corporation, the Company itself pays no federal income taxes. However, the income reflected on the Company's Form 1120S is reflected by the two (2) shareholders of the Company on their respective personal Federal Income Tax Return Form 1040. As a result, it is necessary that the Company distribute monies out to such shareholders in order to enable them to pay their respective Federal tax liabilities.

NOTE F- OTHER INCOME

The Company had other income totaling \$133,143 during the 2019 calendar year. Such sum consisted of interest income totaling \$324. Furthermore, the office building located at 8900 Waring Road was distributed to shareholder Eli H. Miller thereby resulting in a taxable gain of \$60,319. In addition, the sale of a Leadpride Drill resulted in a taxable gain of \$11,000 and the sale of a 2012 Bobcat resulted in a taxable gain of \$9,000. Also, a 2018 Chevrolet Silverado was traded in for the purchase of a 2020 Chevrolet Silverado thereby resulting in a taxable gain of \$52,500.

**INDEPENDENT AUDITOR'S REPORT
ON ADDITIONAL INFORMATION**

To the Board of Directors and Stockholders
J. Miller Construction, Inc.

Our report on our audit of the basic financial statements of J. Miller Construction, Inc. for 2019 appears on page 1. That audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The Schedules of Cost of Contract Revenues, General and Administrative Expenses and Contracts in Progress are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

L.L. Simmons, CPA, P.A.

L.L. Simmons, CPA, P.A.
Pensacola, Florida
April 3, 2020

J. MILLER CONSTRUCTION, INC.

SCHEDULE I - COST OF CONTRACT REVENUES

YEAR ENDED DECEMBER 31, 2019

Auto and Truck Expenses	\$ 35,170
Bad Debt Expense	6,245
Bid Bonds	88,643
Blueprint Expenses	3,302
Depreciation	776,869
Design/Plans/Survey Expenses	20,032
Engineering Expense	79,045
Equipment Rental	514,816
Fuel	470,946
Insurance Expense	474,091
Landfill Expense	64,465
Landscaping Expense	600
Licenses and Permits	32,200
Materials	4,326,542
Maintenance and Repairs	391,799
Miscellaneous Tax Expense	25,198
Payroll Taxes	254,032
Per Diem Expense	240
Salaries	3,324,820
Small Tool Expense	82,414
Subcontractors	3,103,925
Supplies Expense	48,125
Temporary Labor Costs	9,070
Tolls Expense	1,210
Travel Expense	7,545

\$14,141,344

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

SCHEDULE II - GENERAL AND ADMINISTRATIVE EXPENSES

YEAR ENDED DECEMBER 31, 2019

Advertising	\$ 18,816
Bank Fees	2,941
Building Rent	17,000
Dues and Subscriptions	8,195
Interest Expense	22,162
Legal and Professional Fees	62,769
Office Supplies and Expense	82,867
Payroll Service Expense	10,425
Postage Expenses	1,322
Salaries	80,000
Telephone	28,606
Utilities Expense	<u>7,540</u>
	<u>\$ 342,643</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

SCHEDULE III - CONTRACTS IN PROGRESS

Project	<u>Total Contracts</u>		<u>Inception To December 31, 2019</u>					<u>At December 31, 2019</u>	
	Revenues	Estimated Gross Profit	Cost Incurred	Per Cent Complete	Estimated Earnings	Billings	Estimated Cost to Complete	Cost and Estimated Earnings In Excess of Billings	Billings in Excess of Cost and Estimated Earnings
Big Lagoon-DEP- Boat Ramp Imprv Pensacola, FL	\$1,955,898	\$ 488,975	\$ 613,820	42%	\$ 205,370	\$ 1,028,251	\$ 853,103	\$ 0	\$ 209,061
Hamilton Bridge Side Walks Santa Rosa Cty	\$ 567,530	\$ 141,883	\$ 143,833	34%	\$ 48,240	\$ 130,889	\$ 281,814	\$ 61,184	\$ 0
FDOT Wildlife Fencing- Okaloosa and Walton Cty	\$2,599,000	\$ 207,920	\$ 402,038	17%	\$ 35,346	\$ 441,830	\$ 1,989,042	\$ 0	\$ 4,446
Elkhart-K8- Phase 2- Civil Site Work Navarre	\$2,589,885	\$ 569,775	\$ 473,874	24%	\$ 136,746	\$ 938,147	\$ 1,546,236	\$ 0	\$ 327,527
Gaberonne Stormwater Improvements Pensacola, FL	\$ 974,247	\$ 292,274	\$ 0	0%	\$ 0	\$ 0	\$ 681,973	\$ 0	\$ 0
Gerard Place Site Work- Pensacola	\$ 328,923	\$ 65,785	\$ 154,534	59%	\$ 38,813	\$ 217,724	\$ 108,604	\$ 0	\$ 24,377
Godwin Connector Pedestrian and Bike Path- Santa Rosa County	\$ 406,316	\$ 89,390	\$ 37,988	12%	\$ 10,727	\$ 0	\$ 278,938	\$ 48,715	\$ 0
Pleasant Grove Elementary - Civil Sitework- Pensacola, FL Improvements	\$4,747,000	\$ 949,400	\$ 0	0%	\$ 0	\$ 0	\$ 3,797,600	\$ 0	\$ 0
Amerson Residence- Cantonment	\$ 156,013	\$ 34,323	\$ 49,444	41%	\$ 14,072	\$ 96,082	\$ 72,246	\$ 0	\$ 32,566
Patterson Residence - Pensacola, FL- Site Work and Concrete Work	\$ 266,311	\$ 79,893	\$ 91,409	49%	\$ 39,148	\$ 198,348	\$ 95,009	\$ 0	\$ 67,791
Wilson Residence Pensacola	\$ 42,048	\$ 5,466	\$ 27,761	76%	\$ 4,154	\$ 0	\$ 8,821	\$ 31,915	\$ 0
Rockhill Residence- Paving and Grading Molino, FL	\$ 140,000	\$ 28,000	\$ 0	0%	\$ 0	\$ 0	\$ 112,000	\$ 0	\$ 0
Hanssen House Extension - Molino, FL	\$ 74,000	\$ 13,320	\$ 5,029	9%	\$ 1,199	\$ 0	\$ 55,651	\$ 6,228	\$ 0
PJ Adams- Civil Site Work Crestview, FL	\$ 84,000	\$ 8,400	\$ 62,657	83%	\$ 6,972	\$ 41,500	\$ 12,943	\$ 28,129	\$ 0

See Accompanying Notes to financial statements

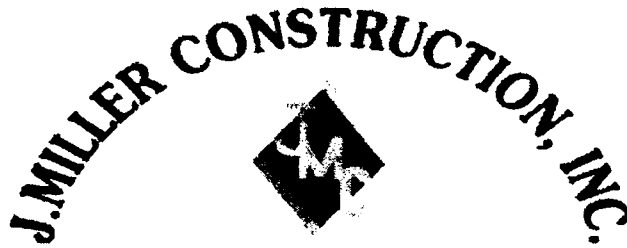
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J. MILLER CONSTRUCTION, INC.

SCHEDULE III - CONTRACTS IN PROGRESS

Project	<u>Total Contracts</u>		<u>Inception To December 31, 2019</u>					<u>At December 31, 2019</u>	
	Revenues	Estimated Gross Profit	Cost Incurred	Per Cent Complete	Estimated Earnings	Billings	Estimated Cost to Complete	Cost and Estimated Earnings In Excess of Billings	Billings in Excess of Cost and Estimated Earnings
Peninsula Pipeline Tanker Farm Site Work and Improvements	\$ 75,000	\$ 16,500	\$ 0	0%	\$ 0	\$ 0	\$ 58,500	\$ 0	\$ 0
West Florida High School Courts Site Work and Improvements	\$ 352,766	\$ 105,830	\$ 139,372	57%	\$ 60,323	\$ 310,000	\$ 107,564	\$ 0	\$ 110,305
TOTALS:	<u>\$15,358,937</u>	<u>\$ 3,097,134</u>	<u>\$ 2,201,759</u>		<u>\$ 601,110</u>	<u>\$ 3,402,771</u>	<u>\$ 10,060,044</u>	<u>\$ 176,171</u>	<u>\$ 776,073</u>

See Accompanying Notes to financial statements



January 17, 2020

L.L. Simmons, CPA, P.A.
3008 Langley Avenue
Pensacola, Florida 32504

We are providing this letter in connection with your audit of the balance sheets of J. Miller Construction, Inc. as of December 31, 2019, and the related statements of income, retained earnings, and cash flows for the periods then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of J. Miller Construction, Inc. In conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of December 31, 2019, the following representations made to you during your audit.

1. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles.
2. We have made available to you all -
 - a. Financial records and related data.
 - b. Minutes of the meeting of stockholders, directors, and committees of directors, or summaries of actions of recent meetings for which minutes have not yet been prepared.

3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
5. We believe that the effects of the uncorrected financial statement misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.
7. We have no knowledge of any fraud or suspected fraud affecting the company involving:
 - a. Management;
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
8. We have no knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others.
9. The company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
10. The following have been properly recorded or disclosed in the financial statements:
 - a. Related party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.
 - b. Guarantees, whether written or oral, under which the company is contingently liable.
11. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the company vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.

12. There are no:

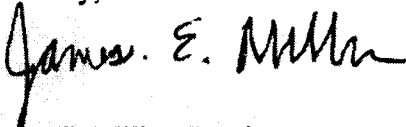
- a. Violations or possible violations of laws or regulations whose effect should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
- b. Unasserted claims or assessments that our lawyer has advised us are probably of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.
- c. Other liabilities or gains or loss contingencies that are required to be accrued or disclosed by Statement of Financial Accounting Standards No. 5.

13. The Company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged, except as made known to you and disclosed in the notes to the financial statements.

14. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

No events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

Sincerely,



James E. Miller, President



JMILLER-01

KLACY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2020

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 Underwood Anderson & Assoc., Inc. 2302 North 9th Ave Pensacola, FL 32503	CONTACT NAME: Kayleigh Lacy		
	PHONE (A/C, No, Ext): (850) 434-5526	FAX (A/C, No): (850) 438-0330	
	E-MAIL ADDRESS: kayleigh@underwoodanderson.com		
INSURED J Miller Construction Inc 8900 Waring Road Pensacola, FL 32534	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hallmark Specialty Insurance Company		26808
	INSURER B : Travelers Casualty And Surety Company Of America		31194
	INSURER C : Bridgefield Employers Insurance Company		10701
	INSURER D : RLI Insurance Company		13056
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		77GLO200065	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						EMPLOYEE BENEFIT \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			BA-4P10283A-20-42-G	1/8/2020	1/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB			77HX209516	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 3,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED ☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	830-52453	3/25/2020	3/25/2021	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			ILM0709269	3/15/2020	3/15/2021	Leased/Rented 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Destin Building Division is an Additional Insured as pertains to General Liability as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin Building Division
4100 Indian Bayou Trail
Destin, FL 32541

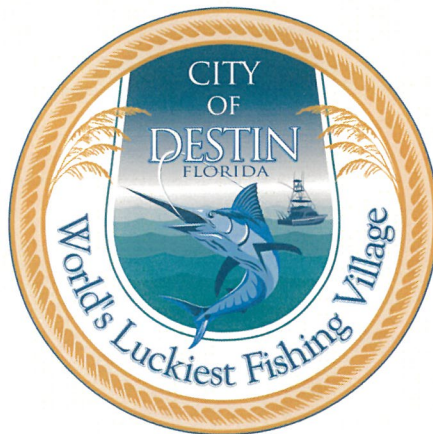
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

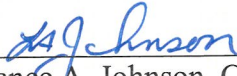
CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 20-09-PS**

**NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**



City of Destin, Florida
May 21 , 2020



Lance A. Johnson, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive bids for National Fish and Wildlife Foundation (NFWF) Drainage Improvements at 825 Cross Street and 445 Calhoun Ave in the City of Destin.

As outlined in the project design plans and specifications, the Scope of Work for the two sites will include mobilization, maintenance of traffic, excavation & dewatering, installation of piping/exfiltration and inlet structures, repair of sub-base, base and paving of roadway, signage and pavement markings as needed, 5' wide concrete sidewalk/driveway/guardrail and repair of irrigation and landscaping as per plans consisting of 2 sets of civic sheets (9 and 11 pages, respectively) & specifications. The project is anticipated to take 120 calendar days to complete.

Project plans and specifications, and submittal requirements can be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541. Bid submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFB NO. 20-09-PS NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.”**, along with the name, return address and telephone number of the submitter, no later than **2:00 p.m. (CDT)**, on **June 25, 2020** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

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RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

1.0 INTRODUCTION

The City of Destin will receive sealed competitive bids for NFWF Drainage Improvements at 825 Cross Street and 445 Calhoun Ave. This project is funded through the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund and is subject to the grant terms between the Foundation and the City of Destin, as well as all Federal procurement provisions and standards set forth in 2 CFR 200.318 – 200.326. Payment requests will require itemization by task and cost category of the work performed and a narrative description of the work for which the payment is being requested.

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

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

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

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

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

2.0 INSTRUCTION TO BIDDERS

- A. The City of Destin will accept RFB responses until **June 25, 2020 at 2:00 P.M. (CDT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

- the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.
- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on June 25, 2020 no later than 2:00 P.M. (CDT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
 - D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
 - E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
 - F. One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB 20-09-PS, NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave." and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
 - G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
 - H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
 - I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
 - J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
 - K. The Bid Committee shall consist of City of Destin staff members.
 - L. Each responsive bidder, by submission of a bid, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

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M.

PROCUREMENT SCHEDULE	
Tasks	Date
RFB issued	May 21, 2020
Last day for questions to be submitted	June 18, 2020
Due Date/Bid opening	June 25, 2020
Tentative Date - Bid Committee Evaluation	June 30, 2020
Tentative Date – City Council Meeting	July 6, 2020
Tentative Date-NFWF Concurrence	July 15, 2020
Tentative Date- Notice of Award	July 15, 2020
Tentative Date -Execution of Contract	July 21, 2020
Tentative Date- Notice to Proceed	July 30, 2020

3.0 SCOPE OF WORK

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

The construction costs of the project include project inspection fees and monitoring reports, site work, demolition and removal, Contractor is responsible for obtaining all necessary governmental agency permits.

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

As outlined in the project design plans and specifications, the Scope of Work for the two sites, will include mobilization, maintenance of traffic, excavation & dewatering, installation of piping/exfiltration and inlet structures, repair of sub-base, base and paving of roadway, signage and pavement markings as needed, 5' wide concrete sidewalk/driveway/guardrail and repair of irrigation and landscaping as per plans consisting of 2 sets of civic sheets (9 and 11 pages, respectively) & specifications. The project is anticipated to take 120 calendar days to complete.

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3.1 Scope of Work will include

- a. Mobilization
- b. Maintenance of Traffic
- c. Excavation/Dewatering
- d. Grading
- e. Installation of Piping & Inlet Structures
- f. Repair of Sub-Base
- g. Paving of Roadway
- h. Signage & Pavement Markings
- i. ADA Compliant Sidewalk/Driveway/Guardrail
- j. Repair of Irrigation & Landscaping
- k. Sub-base, Base & Asphalt Compaction & Core Testing per Land Development Code Article 8.03.04.A., B. & C.

3.2 Project Schedule

Final Completion Deadline is December 15, 2020 Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

- The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or
- The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	Date
Permitting	August 1, 2020
Begin Construction	August 15, 2020
Substantial completion date	November 15, 2020
Complete Construction	December 15, 2020

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4.0 PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent General or Underground Utility and Excavation Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 FDOT Prequalification:

Construction firms shall be prequalified by the Florida Department of Transportation in grading, grassing, seeding and sodding, concrete sidewalks, drainage, milling, hot-in place resurfacing and pavement marking, and in good standing at the time of bidding.

4.2 License Requirements

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

Contractor is required to register with the City of Destin.

<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

4.3 Insurance Requirements

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

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor whom performs anytime of marine contraction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.
- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

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4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond (Attachment No. 5). Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents (Attachment No. 9). The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

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

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

4.5 Permitting Requirements

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

- a. City of Destin General Permit (for infrastructure work)
<https://www.cityofdestin.com/DocumentCenter/View/137/General-Permit>
- b. City of Destin Work on the Right-of-Way Permit
- c. Submit White Sand Application Form
- d. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, but not limited to Davis-Bacon Act (40 U.S.C.

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3142), Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 PROJECT CONSTRUCTION CONSIDERATIONS

5.1 Site Preparation

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Turf Replacement: After final grading, all disturbed areas will be stabilized with sod (St. Augustine, Centipede or sod that matches existing turf).
- e. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- f. Private Infrastructure/Property: Contractor will be responsible for any damages to privately owned infrastructure/property to include driveways, walkways, yard inlets and piping, irrigation systems, etc. Repair or replacement of these items will be coordinated through the Project Manager, City Staff and the property owner.
- g. Contractor will limit times of activity to 6am to 6pm Monday through Sunday. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.2 Schedule for Delivery of Materials

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

5.3 Waste Disposal

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

5.4 Site Utilities (Potable Water, Wastewater, and Storm Drainage/Stormwater)

All site utilities shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

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5.5 Material Data

- a. Bids should be based on materials and products, as outlined in the engineered drawings and specifications, or their equivalent. Bid submittals must include product/material specification sheets for each comparable or "equivalent" material or product.

5.6 Construction Administration & Management

City of Destin designated project manager (Alex Rouchaleau, P.E. Project Manager/Dewberry Engineers, Inc.) will provide Construction Administration and inspection services for this project.

- A. Bidder shall identify a Construction/ Quality Assurance Supervisor
 - 1. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
 - 2. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
 - 3. Construction/Quality Assurance Supervisor shall be responsible for communicating with City of Destin designated project manager, designated city staff, and shall provide directives and attend scheduled construction meeting on/off site, and review of all project billing.

5.7 Warranty Submittal Requirements

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- D. The City shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

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5.8 Project Close-Out

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

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

1. Completion of the punch list.
2. Acceptance and occupancy of the project.
3. Submission and approval of final invoice.
4. Submission of all product warranties and operating manuals.
5. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
6. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
7. Receipt of two (2) copies detailed, as-built drawings, and an electronic copy on flash drive of as-built drawings stamped by contractor as "As-Built".
8. Provide at close of project, all Operations and Maintenance Manuals that
 - a. include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
9. Provide written warranties covering quality of labor and installation of all
 - a. products/materials.
10. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.
11. Provide Sub-base, Base & Asphalt Compaction & Core Testing Results per Land Development Code Article 8.03.04.A., 8.03.04.B. & 8.03.04.C.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

- A. Bid Committee will review each written submission for compliance with the requirements of the RFB, including verifying that each response includes all documents required.
- B. Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFB, information submitted and, but not limited to, qualifications and price.
- C. Bid Committee will conduct a public meeting chaired by the City Manager's designee to discuss the individual scores, summarize the scores in a ranking matrix to be forwarded to the City Council. Upon request, responsive bidder may be required to provide a presentation at a City Council meeting.
- D. 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 RFB documents, to award a contract

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based on the bid that meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. A copy of the respondent's bid and the RFB including scope of work will be incorporated and become a part of the contract.

6.2 Criteria for Determining Lowest, Best Responsive and Responsible Bidder

Criteria is listed numerically by their relative order of importance.

EVALUATION CRITERIA	POINTS
Bid Amount	40
Qualifications/Experience/Past Performance	20
Project Approach	20
Past Performance	20
TOTAL	100

1. Bid Amount

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

2. Qualifications and Experience

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

3. Project Approach and Performance Differentiators

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or

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propose some potential solutions?

- e) Does contractors schedule and availability practical and meet project requirements?

4. Past Performance

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

Basis of evaluation:

- (i) A pattern of successful completion of work
 - (ii) A pattern of work identical to, similar to, or related to the work the project requires.
 - (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?

7.0 BID REQUIREMENTS

The following list of items are requirements and information the contractor shall include in their bid submittal:

- A. Any and all fees shall be included in the bid form (Attachment No. 2). Cost breakdown should include primary construction costs, i.e., mobilization, demolition, materials, as shown on the bid form.
 - 1. On your letterhead, provide and identify separately all fees associated with any permitting, survey that will be the responsibility of the contractor to administer.
 - 2. Provide product information for all materials used including manufacturer warranties.
 - 3. On your letterhead, provide construction workmanship warranty information.
 - 4. On your letterhead, provide detailed, specific project approach, describing the means and methods of accomplishing the work including:
 - a. Address protection of the site's existing features, i.e., trees, etc.
 - b. Include description of equipment used, material storage, and any demolition proposed that is outside the requirements specified in the project plans.
 - 5. Meetings with City of Destin project manager as needed to provide and receive information including weekly progress meetings and any other meetings required to successfully complete this project, including pre-construction meetings, if awarded.
- B. On your letterhead, provide and identify any other work required to complete the project not outlined in engineered plans or this RFB.
- C. On your letterhead, provide a proposed schedule for construction, including receiving materials, permitting, mobilization, demolition, construction, and demobilization.
- D. Provide assurance of contractor's ability to meeting the deadline of the project.
- E. All items above may be placed in the same document on your letterhead. Ensure all items are clearly identified.

Bid submittals omitting any of the above information may be deemed to be incomplete and removed from consideration.

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8.0 SUBMITTAL REQUIREMENTS

A. No Contact Clause

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

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242

clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

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

B. Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) business days prior to the RFB due date. The last day for inquiries is **June 18, 2020 at 2:00 p.m. (CST)**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

C. Addenda

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

D. Conflict of Interest Disclosure

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

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E. Drug-Free Workplace Program

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

F. Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

G. Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Table of Contents:** provide Table of Contents to aid the evaluation of the qualifications
3. **Responsive Bidder Qualification Statement,** Attachment No. 1
4. **Transmittal Letter:** provide a signed letter of transmittal briefly stating the responsive bidder's understanding of the work to be done, the commitment to perform the work, and a statement why the contract believes it to be best qualified to perform the project.
5. **Contractor Qualifications Statement:** provide statement demonstrating responsive bidder's qualifications, competence, and capacity for the construction of project within the requirements of this solicitation.
6. **Bid Form,** Attachment No. 2 and other required documentation as outlined in section 7.0 Bid Requirements.
7. **Completed Public Entity Crime Form,** Attachment No. 3
8. **Completed Drug Free Workplace Certification Form,** Attachment No.4
9. **Completed Bid Bond Form,** Attachment No. 5
10. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 4.2 Insurance Requirements.
11. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.3 License Requirements.
12. **Addendums** (if applicable)

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

H. Sealed Submittal Packages

All bids to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CST), on Thursday, June 25, 2020**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 20-09-PS NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST.**

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AND 445 CALHOUN AVE.” and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bid submittals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

I. Bid Opening

Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. (CST), on June 25, 2020 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

J. Reservation of Rights

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

K. Public Records

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

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the

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CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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**ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By: _____	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Fax No.: _____		

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

The correct name of the responsive bidder is:

The address of the principal place of business is:

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____

- d. Vice President's name: _____
 - e. Secretary's name: _____
 - f. Treasurer's name: _____
 - g. Name and address of Resident Agent: _____
3. If responsive bidder is an individual or a partnership, answer the following:
- a. Date of organization: _____
 - b. Name, address and ownership units of all partners:

 - c. State whether general or limited partnership: _____
4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

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

Under what other former names has your organization operated?

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

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

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

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

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

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

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

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

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<i>Total Work (a +b):</i>	

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone

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

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

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

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

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

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

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

ATTACHMENT NO. 2
BID FORM

Date: _____

Primary Contact _____

Company: _____

Address: _____

Telephone: (____) _____ Email: _____

445 Calhoun Avenue				
Item	Quantity	Units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS		
Demolition and Removal of Existing Asphalt Pavement and Base	83	SY		
Demolition and Removal of Existing Drainage	172	LF		
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA		
Demolition of Gravel Driveway	54	SF		
Demolition and Removal of Existing Sidewalk/Driveway	76	SY		
Demolition and Removal of Existing Railing	23	LF		
Stormwater				
24" ADS HDPE (ADS N-12 or Equal) Installed	142	LF		
24" RCP Installed (Under Roadway)	44	LF		
FDOT Index 250 Concrete Headwall	1	EA		
FDOT Index 425-052 Type "C" Inlet	2	EA		
24" FDOT Index 272 M.E.S.	1	EA		
FDOT Index 425-061 Close Flume Inlet	1	EA		
18" Thick Alabama Class II Riprap over D-2 Filter Fabric	15	SY		
Floating Turbidity Curtain	42	LF		
24" Snout with Bioskirt	1	EA		
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	100	SY		
Construct Gravel Drive (4" Thick #57 Stone)	10	SY		
ADA Handrail and Wheel Stop	20	LF		
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN		
8-Inch Limerock Base (LBR 100)	83	SY		
12-Inch Sandclay Stabilized Subgrade (LBR 40)	83	SY		
Type F Curb and Gutter	119	LF		
Thermoplastic Striping	1	LS		
Miscellaneous				
Layout/As-Builts	1	LS		
Maintenance of Traffic	1	LS		
NPDES Administration	1	LS		
Earthwork	1	LS		
Sodding	800	SY		
Silt Fence/Erosion Control	300	LF		
Irrigation Repair and Replacement	1	LS		
Dewatering	1	LS		
Sub-base, Base & Asphalt Compaction & Core Testing	1	LS		

825 Cross Street Outfall				
Item	Quantity	Units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS		
Demolition and Removal of Existing Asphalt Pavement and Base	85	SY		
Demolition and Removal of Existing Drainage	306	LF		
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA		
Demolition and Removal of Existing Sidewalk/Driveway	61	SY		
Demolition and Removal of Existing Railing	25	LF		
Stormwater				
18" ADS HDPE (ADS N-12 or Equal) Installed	12	LF		
18" Perforated Pipe with Sock Installed	268	LF		
18" RCP Installed (Under Roadway)	38	LF		
FDOT Index 250 Concrete Headwall	2	EA		
18" Snout with Bioskirt	1	EA		
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	86	SY		
ADA Handrail and Wheel Stop	15	LF		
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN		
8-Inch Limerock Base (LBR 100)	85	SY		
12-Inch Sandclay Stabilized Subgrade (LBR 40)	85	SY		
Thermoplastic Striping	1	LS		
Miscellaneous				
Layout/As-Builts	1	LS		
Maintenance of Traffic	1	LS		
NPDES Administration	1	LS		
Earthwork	1	LS		
Sodding	100	SY		
Silt Fence/Erosion Control	300	LF		
Irrigation Repair and Replacement	1	LS		
Dewatering	1	LS		
Sub-base, Base & Asphalt Compaction & Core Testing	1	LS		
General (825 Cross & 445 Calhoun)				
Mobilization (Max 5% of Bid)	1	LS		
Total				

Other required documentation as outlined in section 7.0 Bid Requirements should accompany this Bid Form.

END OF SECTION

RFB NO. 20-09-PS

**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.)

(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 _____, 2019, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires:

END OF SECTION

RFB NO. 20-09-PS
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

**RFB NO. 20-09-PS
ATTACHMENT NO. 5
BID BOND**

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

Signed, this ____ day of _____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB 20-09-PS, NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

Surety (Print Full Name):

(Seal) Surety's Name and Corporate Seal

By:_____ (L.S.) By: _____

Signature (attach power of attorney)

Title:_____

Title:_____

Attest: _____

Signature and Title

Attest: _____

Signature and Title

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

END OF SECTION

RFB NO. 20-08-REC
ATTACHMENT NO. 6
DAVIS-BACON WAGE RATE DETERMINATIONS

"General Decision Number: FL20200127 01/03/2020

Superseded General Decision Number: FL20190127

State: Florida

Construction Type: Heavy

County: Okaloosa County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

ENGI0653-012 10/01/2012

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR:

Cranes 100 Tons & Over (Conventional & Hydraulic) & Tower Cranes.....	\$ 26.30	11.13
Cranes Under 100 Tons.....	\$ 25.30	11.13
Oiler.....	\$ 23.85	11.13

Cranes with 350 feet or more boom and/or 400 ton capacity -
additional \$1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity -
additional \$1.45 per hour.

* IRON0798-008 10/01/2019

Rates	Fringes
-------	---------

IRONWORKER, STRUCTURAL.....	\$ 26.70	14.47
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LABO0559-003 03/15/2013

	Rates	Fringes
LABORER: Grade Checker.....	\$ 16.40	5.65

PAIN0164-006 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	11.28

SUFL2009-166 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
ELECTRICIAN.....	\$ 17.25	3.02
LABORER: Common or General.....	\$ 12.00	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.51	2.94
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.11	1.51
OPERATOR: Bulldozer.....	\$ 15.00	4.98
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 13.89	2.07
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 8.52	0.25
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00

TRUCK DRIVER: Off the Road
Truck.....\$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

RFB NO. 20-08-REC
ATTACHMENT NO. 7
2 CFR 200, Appendix II- Contract Provisions

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of January 6, 2020

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

RFB NO. 20-08-REC
ATTACHMENT NO. 8
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non-procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing
32. Veteran's Preference/Employment
33. Occupational Safety and Health Act Compliance
34. Fair Labor Standards Act
35. Texting When Driving
36. E-Verify

**RFB NO. 20-09-PS
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**CONTRACT BY AND BETWEEN
CITY OF DESTIN, FLORIDA AND _____.**

On June , 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, (hereinafter referred to as the "City") accepted the Bid of _____, (hereinafter referred to as the "Contractor") for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE. RFB NO. 20-09-PS is attached hereto as Exhibit "A," and is fully incorporated herein. The Contractor's completed bid submittal is attached hereto as Exhibit "B," and fully incorporated herein. In the event of conflict between Exhibit "A" or Exhibit "B" and this Contract, this Contract shall control.

Terms and conditions of the Contract for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE are as follows:

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE and as further described in Exhibits "A" and "B." The Scope of Work (hereinafter referred to as the "**Work**") encompasses the foregoing and all descriptive work components contained within Exhibits "A" and "B."

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No Work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this Contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

If Contractor is obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its own fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof. Failure to notify the City in writing

within forty-eight (48) hours shall result in waiver of any rights which Contractor may have to request a time extension.

4. Time for Performance:

The Contractor shall schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than June 30, 2020. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than two (2) days from receipt of Notice to Proceed.

5. Compensation:

All payments upon this 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 Agreement and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. For purposes of this Contract, total compensation sum shall be \$218,901.82.

In no instance shall the City pay more than ninety-percent (90%) of the total Contract sum until its acceptance of the Work. In the event the City agrees to progress payments on this Contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "C." An executed and notarized copy of the Release and Affidavit attached as Exhibit "D" shall be supplied prior to release of each progress and the final payment. Together with its applications for each progress payment and the final payment, Contractor shall furnish City with a Waiver of Right to Claim Against the Payment Bond (Progress Payment) and Waivers of Right to Claim Against the Payment Bond (Final Payment) in the forms attached hereto as Exhibits "E" and "F," respectively.

6. Changes in the Work:

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, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written change order of the City and the City shall not be liable to Contractor for any increased compensation without such written change order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "G" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Contractor shall furnish City a Payment and Performance Bond in an amount equal to the contract price pursuant to Section 255.05, Florida Statutes (the Florida Little Miller Act") prior to commencement of the work. The Bond shall be in substantially the same form as attached hereto as Exhibit "H."

8. 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 in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. 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.

9. 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, injuries, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees and court costs (including regulatory and appellate fees) (collectively "Injuries and Damages"), arising out of, because of, or due to Contractor's performance of the Work under this Contract, whether the Injuries and Damages are to persons 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 subcontractors, laborers, and materialmen furnishing any labor, services and materials in the performance of this Contract.

10. Licensing:

The Contractor shall obtain all permits and maintain at its 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 and the City shall incur no liability. The City may, at its discretion, waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond its control.

11. Cancellation:

City shall have the unconditioned right to cancel or terminate this Contract prior to issuance of Notice to Proceed without owing any liability to the Contractor.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in this Contract, including the incorporated Exhibits "A," and "B."

13. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly

executed and notarized copy of the Release and Contractor's Final Affidavit, as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

14. Termination for Cause:

The Contract will remain in force for the full period specified and until the City Manager or his/her designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his/her designee has accepted the Work 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' prior notice ("Termination for Cause"), whereupon the Contract shall terminate, unless during the notice period the Contractor cures the failure to perform and meets its other responsibilities under the Contract to the satisfaction of the City Manager.

In the event of Termination for Cause of the Contract, 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/her 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 offset against any amount due to the Contractor at the time of termination.

Except as otherwise directed by the City Manager, or in the case of Termination for Cause 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 contractors and subcontracts and settle all outstanding liabilities and claims.

In the event that any Termination for Cause shall be found to be improper or invalid by a court, then such termination shall be deemed to have been a Termination for Convenience.

15. 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 his/her discretion, determines that such termination is in the City's best interest or for any reason whatsoever. Any such termination shall be effected by the City Manager giving at least five (5) days' prior 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, as of the date of termination set forth in the notice, 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.

16. 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.

17. Miscellaneous:

17.1 Governing Law/Jurisdiction/Venue

This Contract and the relationship of the parties shall be governed exclusively by the laws of the State of Florida. The state courts of Okaloosa County, Florida shall be the exclusive jurisdiction and venue for any litigation that results from either parties' breach or alleged breach of this Contract.

17.2 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 determined to 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.

17.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** sovereign rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

17.4 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.

17.5 **Jury Trial Waiver**

CONTRACTOR AND CITY HEREBY 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, ARISING OUT OF THIS CONTRACT, OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

17.6 Attorney's Fees

In any dispute relating to this Contract each party shall be responsible for paying its own attorney's fees and costs.

17.7 Incorporation of Required Federal Contract Clauses

The City is the recipient of federal money for the Work. Therefore, certain federal obligations and requirements apply. These obligations and requirements are attached hereto as Exhibit "I." Exhibit "I" is fully incorporated herein and Contractor agrees and warrants that it can or will fully meet all these obligations and requirements, if applicable. In the event of a conflict between Exhibit "I" and this Contract, Exhibit "I" shall control.

17.8 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 City:

City of Destin, Florida
Attn: Lance Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to Contractor:

Name
Attn:
Address
City, State Zip

17.9 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.
- e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2020.

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

CONTRACTOR:

By: _____

President

Witness

Witness

EXHIBIT “A”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

SAMPLE

EXHIBIT “B”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

SAMPLE

EXHIBIT “C”

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: **City of Destin, Florida**

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this month			
Number	Date Approved		
	TOTALS		
Net Change by Change Orders			

- | | | | |
|----|---|----|--|
| 1. | ORIGINAL CONTRACT SUM | \$ | |
| 2. | Net Change by Change Order | \$ | |
| 3. | CONTRACT SUM TO DATE (Line 1 and 2) | \$ | |
| 4. | TOTAL COMPLETED AND STORED TO DATE | \$ | |
| 5. | RETAINAGE: (Column I & N, Forms 00845 and 00846) | | |
| | a. ____% of Completed Work | \$ | |
| | b. ____% of Stored Material | \$ | |
| | Total Retainage (Line 5a and 5b) | \$ | |
| 6. | TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) | \$ | |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) | \$ | |
| 8. | AMOUNT DUE THIS APPLICATION | \$ | |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) | \$ | |

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20__

(Contractor)

By: _____

(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared by means of __ physical presence or __ online notarization, _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor; that he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public

My Commission Expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____

Date: _____

Owner's Approval

By: _____

(Title)

Acct. No. _____

Date: _____

END OF SECTION

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF _____)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____. ("CONTRACTOR") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract, in tort, or otherwise, against the CITY OF DESTIN, ("CITY") relating in any way to the performance of the Contract between CONTRACTOR and CITY dated _____, 2020, for the period through _____ for the RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.

(2) CONTRACTOR certifies for itself and its subcontractors, materialmen, and all successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CITY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

(3) CONTRACTOR agrees to indemnify, defend and save harmless CITY from all demands or suits, actions, claims of liens or other charges filed or asserted against the CITY arising out of the performance by CONTRACTOR of the WORK covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with CONTRACTOR'S (progress/final) Application for Payment No. _____.

[Corporate Seal]

CONTRACTOR:

By: _____

Date: _____

Witness

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2020, by _____, as _____ of _____, Inc, a Florida corporation, on behalf of the corporation.

He/she is personally known to me OR has produced _____ as identification and (did/did not) take an oath.

My Commission Expires:

(signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT “E”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to _____. on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

CLAIMANT:

By: _____

Date: _____

[Corporate Seal]

EXHIBIT “F”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to _____ on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CLAIMANT:

[Corporate Seal]

By: _____

Date: _____

EXHIBIT "G"

CHANGE ORDER FORM

Project: **City of Destin, Florida**

RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CHANGE ORDER NO. _____

DATE OF ISSUANCE: _____

CONTRACTOR: _____

EFFECTIVE DATE: _____

ENGINEER: _____

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ____ to No. ____ \$ _____	Net change from previous Change Orders No. ____ to No. ____ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. _____

- II. REQUIRED CHANGES: _____

- III. JUSTIFICATION: _____

- IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: _____

Change(s) Ordered by: _____

RECOMMENDED BY:

ACCEPTED BY:

(Engineer)

(Contractor)

By: _____
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Title)

(Title)

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

PUBLIC CONSTRUCTION BOND

(Name of Surety)

Exhibit “I”

Federally Required Contract Clauses

SAMPLE

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** Presentation

TO: City Council**THRU:** Noell Bell, Chief Building Official
Joey Forgione, Code Compliance Manager
Louis Zunguze, Community Development Director
Michael Burgess, Public Services Director
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager**FROM:** Matthew Pace, IT Manager**DATE:** 8/4/20**SUBJECT:** Compass project (Energov) update

I. BACKGROUND: COMPASS configurations are currently ongoing. The additional provisioned configuration support by EnerGov has been a tremendous help. Staff continues to assist with configurations getting the implementation back on track after several setbacks. The system is really taking shape and should be ready for testing as soon as configuration is completed.

Document Scanning by Vital Records Controls (VRC) will be ramping up production to provide a completion of scanning for the City in September. Several quarantine measures due to COVID-19 had to be put in place by VRC during our project timeline. This led to lower staff availability and the ability move faster on the project.

II. DISCUSSION:

The COMPASS system is taking shape and the configuration phase should be nearing completion in September. Once configuration is completed, staff will be entering the testing and training phase. The City's EnerGov Project Manager was able to work with the Tyler Project Manager and Consultant to assist staff to get back on track due to the several setbacks the City has endured. The additional support for configuration has been extremely helpful in assisting staff to complete outstanding items needed for implementation.

IT has been in touch with Vital Records Control (VRC), the company tasked with scanning the City's files. VRC has assured that production will be increased to meet a completion of scanning in September. This will allow time for Tyler/EnerGov to work with the files provided. VRC is providing the City with the digitized files that have been scanned up until the end of July. As of July 2020, there have been 202,270 images scanned into the system. Although the scanning process is automated, the preparation of files (i.e. removing staples, unfolding documents and large format items, prepping odd sizes, etc) and data entry is manual. Setbacks attributed to the pandemic has altered business for VRC, just as it has for the City. They are working hard to meet the demands of their clients. VRC has had the City's files since mid December 2019 and there was up to an 8 month turn around. Due to the setbacks and quarantine measures put in place, this time frame was extended a couple of months. IT has made it clear that all scans should be delivered to the City by the end of September so that EnerGov staff can assist with importing these files. IT will make a network share for staff to conduct records searches in the transition period until COMPASS is live.

Statistics from VRC on the Scanning Project:

Remaining Boxes: 200 (approximately 2000-2500 images per box)

Number of Small Format Images Scanned: 169,954

Number of Large Format Images Scanned: 32,316

Total Images Scanned as of July 31, 2020: 202,270

Note: No additional expenditures or CARES Act money will be necessary to speed up the process by VRC for file delivery. Because scanning has been underway with VRC, it is not feasible to bring in another scanning company to assist as this will conflict with the conversion process that has been setup by EnerGov. IT has kept our Project Manager, Consultant, and VRC Representative in the loop concerning the time frame of scanning and all have conferred.

A. Link to Strategic Goals / Objectives: Service Excellence

Management Objectives FY20: Acquire and deploy comprehensive municipal management software along with required training

B. Effect on Budget (EOB): Currently Budgeted

C. Level of Service (LOS): Create a transparent and user friendly system for Community Development and Code Compliance. This system will enhance citizen service and provide better control efforts for City staff.

III. CONCLUSION: Although the City has had some setbacks due to COVID-19, all efforts are being made to get the implementation back on track by staff as well as third-party vendors.

IV. RECOMMENDED MOTION: No Motion Necessary.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: August 11, 2020

SUBJECT: Extensions 17, 18, and 19 to the Amended COVID-19 Declaration of State of Emergency

I. BACKGROUND: On July 7, 2020, Governor DeSantis issued Executive Order 20-166, extending the statewide state of emergency another 60 days from July 7, 2020.

II. DISCUSSION: To ensure the City maintains maximum flexibility to respond to the unpredictable COVID-19 virus and can continue conducting meetings through use of communications media technology, the City Council should authorize the City Manager to attached extensions to the City's Amended Declaration of State of Emergency.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager to execute Extensions 17, 18, and 19 to the Amended Declaration of State of Emergency if the City Manager determines that an emergency still exists on August 17, 24, and 31, respectively.

Attachments:

1. COVID 19 Declaration - Extension 17
2. COVID 19 Declaration - Extension 18
3. COVID 19 Declaration - Extension 19

**EXTENSION NO. 17 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 7 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 8, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 8 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 15, 2020; and

WHEREAS, On June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 9 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 22, 2020; and

WHEREAS, on June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 10 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 29, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 11 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 6, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 12 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 13, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 13 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 20, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 14 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 27, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 15 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 3, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 16 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 10, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 17 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 17, 2020.

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-52 and if Executive Order 20-52 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 17th day of August, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk

Date: _____

Kyle Bauman, City Attorney

Date: _____

**EXTENSION NO. 18 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 7 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 8, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 8 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 15, 2020; and

WHEREAS, On June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 9 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 22, 2020; and

WHEREAS, on June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 10 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 29, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 11 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 6, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 12 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 13, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 13 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 20, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 14 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 27, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 15 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 3, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 16 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 10, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 17 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 17, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 18 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 24, 2020.

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-52 and if Executive Order 20-52 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 24th day of August, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk
Date: _____

Kyle Bauman, City Attorney
Date: _____

**EXTENSION NO. 19 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 7 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 8, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 8 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 15, 2020; and

WHEREAS, On June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 9 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 22, 2020; and

WHEREAS, on June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 10 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 29, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 11 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 6, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 12 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 13, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 13 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 20, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 14 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 27, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 15 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 3, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 16 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 10, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 17 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 17, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 18 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 24, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 19 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 31, 2020.

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-52 and if Executive Order 20-52 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 31st day of August, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Rey Bailey, City Clerk

Date: _____

Approved as to form and legal
sufficiency:

Kyle Bauman, City Attorney

Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney

FROM: Michael Burgess, Public Services Director

DATE: 08/11/2020

SUBJECT: Miscellaneous Mechanical Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform mechanical services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment, manpower and expertise. D&D has satisfactorily provided these services under the current miscellaneous mechanical continuing services contract which was effective October 1, 2018.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

The following attachments have been provided:

ATT1: D&D Air Conditioning 2018 Contract

ATT2: D&D Air Conditioning Heating Electrical original bid document

ATT3: D&D Air Conditioning Heating Electrical contract extension 2020-2021

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): Funding for this item is budgeted in the FY 2021 Tentative Operating Budget Facilities Maintenance, Repairs and Maintenance (0151324-546000). Encumbrances will be made against the adopted FY 2021 budget as each work order is issued throughout the year as needs arise.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the third of four possible contract extensions for the miscellaneous mechanical services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous mechanical services be extended for one year from October 1, 2020 to September 30, 2021 for D&D Air Conditioning, Heating and Electrical Services Inc. and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: D&D Air Conditioning 2018 Contract
2. ATT2: D&D Air Conditioning Heating Electrical original bid document
3. ATT 3 DD Air Conditioning Heating Electrical contract ext 2020 2021

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**

On October 1st, 2018 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D AIR CONDITIONING, HEATING & ELECTRICAL SERVICES herein referred to as the **Contractor**, to supply miscellaneous mechanical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous mechanical services for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2018 through September 30, 2019 and is for supplying the City with miscellaneous mechanical services. This contract may be renewed, for one year increments, up to four times if mutually agreed upon by both parties in writing.

4. Time for Performance:

The Contractor agrees to provide miscellaneous mechanical services for 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 Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

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 in behalf of any subcontractors.

7.1 Evidence of Insurance:

Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work 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.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Venue

Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

15.3 Mechanic's Liens

The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in performance of this contract.

15.4 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.5 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.6 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute.

15.8 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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) Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- c) 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

15.9 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.10 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:

Lance A. Johnson, Interim City Manager

4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning, Heating & Electrical

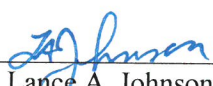
Services
P.O. Box 5239
Destin, Florida 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 18th day of October, 2018.

ATTEST:

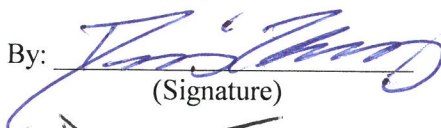
CITY OF DESTIN

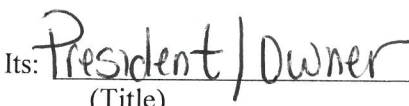

Rey Bailey
City Clerk

By: 
Lance A. Johnson
Interim City Manager

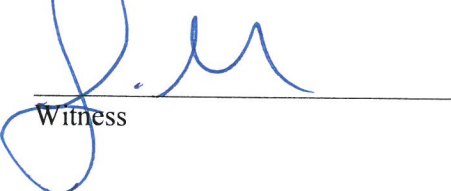
SEAL

D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: 
(Signature)
Dennis Thomas
(Printed Name)

Its: 
(Title)


Witness


Witness

Bid Form Page 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-13-PS,
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540
 Telephone: () (850) 650-3995 Fax: () (850) 650-4454 E-Mail admin@dndservices.com
 Number of Years in Business: 21 Years

PART II Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1. Labor		
a. Mechanical Service Work per hour		\$ <u>65.00</u>
b. Additional labor costs per service call		\$ <u>35.00</u>
2. Materials and Supplies		
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.		
3. Please list any additional costs associated with the above services and materials:		
<u>New R-22 Refrigerant (price per pound) NOTE: price varies with demand</u>		\$ <u>55.00</u>
<u>New 410A Refrigerant (price per pound)</u>		\$ <u>18.00</u>
<u>Refrigerant Recovery Fee (price per job) IF REQUIRED</u>		\$ <u>25.00</u>
<u>Vacuum Pump Fee (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Torch Material (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Trip Fee (price per job)</u>		\$ <u>35.00</u>
<u>System Maintenance - Filters, Belts, Cleaning Drain line (price per system)</u>		\$ <u>55.00</u>

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

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

Bid Form Page 2

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas President/Owner

Signature:  (Print or Type)

Date of Bid: August 30, 2018

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

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

END OF BID FORM



(850) 650-3995

*A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured
P.O. Box 5239 Destin, FL 32540 • 130 Benning Drive Destin, FL 32541
(850) 650-3995*

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

Request for Bid (RFB) No. 18-13-PS

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**

Bid Opening: August 30, 2018 2:00pm CST

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Bid Form Page 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-13-PS,
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT
BID FORM**

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services

Address: PO Box 5239

City & State: Destin, FL Zip Code: 32540

Telephone: () (850) 650-3995 Fax: () (850) 650-4454 E-Mail admin@dndservices.com

Number of Years in Business: 21 Years

PART II Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

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To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

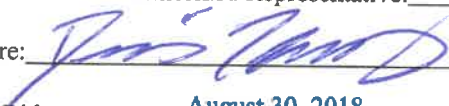
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested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

Bid Form Page 2

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas President/Owner

Signature:  (Print or Type)

Date of Bid: August 30, 2018

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

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

END OF BID FORM

Number of years in business

D&D Air Conditioning, Heating & Electrical Services was established in October 1997 and has been providing commercial and residential mechanical services in Destin for 21 years.

Location of business

D&D Air Conditioning, Heating & Electrical Services is locally owned and operates from 130 Benning Drive in Destin, Florida.

Previous work experience

- ◆ Service, Retrofit, Maintenance or Installation of HVAC systems in over 1000 residential homes in Destin
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for The City of Destin
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for The Destin Fire Station
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for The City of Fort Walton Beach
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Destin Commons
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Realty House Commercial Properties
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Alan Courtney Construction, Inc.
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Victory Real Estate
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Stoltz Property
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Destin Real Estate
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Holiday Inn Resort
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Jay Odom Group
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Boeing
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for 98 Palms Plaza
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Uptown Station
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Plantation Commons
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Highland Park
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Emily Odom Institute
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Destin Healthcare and Rehabilitation
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Destin Gulfgate
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Waterview Towers
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Club Destin
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Aegean
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Silver Dunes
- ◆ Further References Available Upon Request

Availability

D&D Air Conditioning, Heating & Electrical Services employs a full staff of service technicians and installations specialists with a fully equipped service fleet of vehicles. Our normal hours of operation are from 8am to 5pm, Monday thru Friday. We also offer emergency service for preferred customers.

Current Work Commitments

- ◆ Contract commitment for Commercial Maintenance & Service of HVAC for The City of Fort Walton Beach
- ◆ Contract commitment for Commercial Maintenance & Service of HVAC for The Boeing Company
- ◆ Contract commitment for Maintenance & Service for over 50 Commercial Businesses
- ◆ Contract commitment for Residential Maintenance for over 45 customers
- ◆ Provide Installation, Maintenance, Retrofit and Service of HVAC systems to residential customers

General Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2018

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

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

PRODUCER Priority One Insurance Services 98 Beal Parkway Fort Walton Beach, FL 32548		CONTACT NAME: Jason Clark PHONE (A/C, No, Ext): (850) 244-1066 E-MAIL ADDRESS: admin@p-1ins.com FAX (A/C, No): (850) 275-0135															
INSURED DWD Ventures Inc dba D&D Air Conditioning, Heating & Electric PO Box 954 Destin FL 32540		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide-Allied</td> <td>42579</td> </tr> <tr> <td>INSURER B : Auto Owners</td> <td>18988</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide-Allied	42579	INSURER B : Auto Owners	18988	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		ACPLZC5945215745	08/28/2018	08/28/2019	EACH OCCURRENCE \$ 1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000.00
	☒ POLICY ☐ PRO-JECT ☐ LOC					PERSONAL & ADV INJURY \$ 1,000,000.00
	OTHER:					GENERAL AGGREGATE \$ 2,000,000.00
						PRODUCTS - COMP/OP AGG \$ 2,000,000.00
B	AUTOMOBILE LIABILITY		51-368913-00	08/28/2018	08/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
	ANY AUTO					BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

License Holder Dennis W Thomas
Class B Air Conditioning CAC057538 Electrical EC13001418

CERTIFICATE HOLDER

CANCELLATION

City of Destin Building Department 4200 Indian Bayou Trail Destin, FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JASON CLARK C080977-FL
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ACORD 25 (2014/01)

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Workers Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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.

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PRODUCER Acentria, Inc - Destin Office 4634 Gulfstarr Drive Destin FL 32541		CONTACT NAME PHONE (A/C No. Ext): 850-650-1950 FAX (A/C No): 850-650-9288 E-MAIL: mail@acentria.com ADDRESS:	
INSURED HR, Inc. dba Simple HR Alternate Employer: DWD Ventures, Inc. dba D&D Air Conditioning, Heating & Electrical Svcs 36474 Emerald Coast Pkwy., Bldg. B Destin FL 32541		INSURER(S) AFFORDING COVERAGE INSURER A: Normandy Insurance Company, Inc. NAIC # 13012 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 271881009

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	NHFL0013502018	1/1/2018	1/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation coverage is provided by contract to all employees of HR, Inc., dba Simple HR assigned to the Alternate Employer, shown above. Coverage does not apply to any employees not approved and assigned to HR, Inc., dba Simple HR to the Alternate Employer effective 1/1/2018. *10 days notice of cancellation applies in the event of nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Destin 200 Indian Bayou Trail Destin FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2016/03)

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State of Florida Mechanical Licenses

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES THOMAS, DENNIS W D&D A/C HEATING & ELECTRICAL SERVICES 130 BENNING DRIVE DESTIN FL 32541 LICENSE NUMBER: CAC057538 EXPIRATION DATE: AUGUST 31, 2020 Always verify licenses online at MyFloridaLicense.com  Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.			

Okaloosa County Mechanical License

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2018 - 2019

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 110030705386
EXPIRES SEPTEMBER 30, 2019

BUSINESS NAME D AND D AIR CONDITIONING HEATING AND ELECT

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 130 BENNING DRIVE
DESTIN, FL 32541

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32558

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL
RENEWAL
NEW BUSINESS
TRANSFER 0.00
ORIGINAL TAX 35.00
AMOUNT 0.00
PENALTY 0.00
COLLECTION COST 0.00
TOTAL 35.00

DWD VENTURES INC
PO BOX 5239
DESTIN, FL 32540-5239

Paid 0-18005110 35.00 07/09/2018

X

SIGN AND DISPLAY AS REQUIRED

ISWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

OFFICE LOCATIONS & HOURS

Office	Location	M	T	W	T	F
Crestview	The Brackin Building 302 N Wilson Stc 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.



BEN ANDERSON
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-489-8477 (4TX-TIPS)



City of Destin Business Tax Receipt

Post in a Conspicuous Place

Local Business Tax Receipt

City of Destin, Florida

ISSUED TO: D & D A/C HEATING & ELECTRICAL
LOCATION: 130 BENNING DRIVE

YEAR: 2018
BUS ID NO 2037

CONTRACTORS & SUB-CONTRACTORS
Mechanical Contractor

OWNER/AGENT: THOMAS, DENNIS W.
DATE ISSUED: 09/18/2017
EXPIRE DATE: 09/30/2018

.00
FEE PAID: 75.00

MAILING ADDRESS:
D & D A/C HEATING & ELECTRICAL SERVICES
P.O. BOX 5239
DESTIN, FL 32540-5239

1535

THIS RECEIPT DOES NOT, IN AND OF ITSELF,
INDICATE OR CONFER COMPLIANCE WITH LOCAL,
STATE OR FEDERAL CODES. IT IS THE OBLIGATION
OF THE BUSINESS ENTITY NAMED ABOVE TO IN-
DEPENDENTLY CONFIRM COMPLIANCE WITH APPLICA-
LAND DEVELOPMENT, ZONING AND OTHER CODES OF
THE CITY AND OTHER APPLICABLE JURISDICTIONS

Public Entity Form Page 1**ATTACHMENT #1****CITY OF DESTIN, FLORIDA****REQUEST FOR BIDS RFB No. 18-13-PS,****MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFB No. 18-13-PS
Miscellaneous Mechanical Services Continuing Services Contract
2. This sworn statement is submitted by D&D Air Conditioning, Heating & Electrical Services whose business
address is Physical: 130 Benning Drive Destin, FL 32541 Mailing: PO Box 5239 Destin, FL 32540
and (if applicable) Federal Employer Identification Number (FEIN) is 59-346-4019 (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Dennis Thomas and my relationship to the entity named
above is President / Owner

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

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

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

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. of Destin,
Florida.

Public Entity Form Page 2

RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract
Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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.

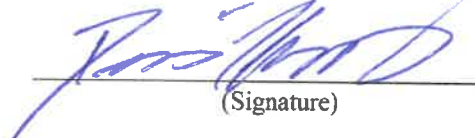
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ 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).

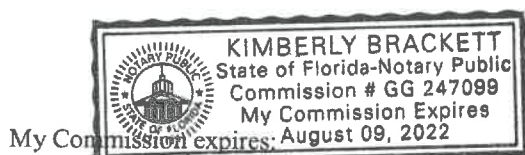
☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person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

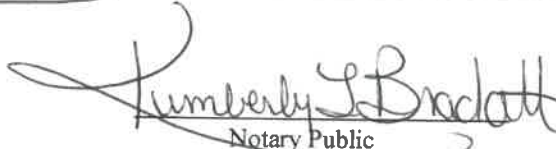

(Signature)
Date: 08/29/2018

STATE OF FLORIDA
COUNTY OF OKALOOSA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29 day of August, 2018, and is personally known to me, or has provided _____ as identification.



08/09/2022


Notary Public

Drug Free Form

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-13-PS,

MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: D&D Air Conditioning, Heating & Electrical Services

ADDRESS: PO Box 5239

CITY: Destin STATE: FL ZIP CODE: 32540

TELEPHONE NUMBER: (850) 650-3995

SIGNATURE:  DATE: 08/29/2018

NAME (TYPED OR PRINTED): Dennis Thomas

TITLE: President / Owner

W-9

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DWD Ventures, Inc.		
2 Business name/disregarded entity name, if different from above D&D Air Conditioning, Heating & Electrical Services		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ ☐ Other (see instructions) ► _____ ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 5239 Destin, FL 32540		Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> </tr> </table>											-	-	-	-	-	-	-	-	-

OR

Employer identification number

5	9	-	3	4	6	4	0	1	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ► 7/10/18
-------------------------	------------------------------------	-----------------------

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X

Form W-9 (Rev. 11-2017)

Addenda

D&D Air Conditioning, Heating & Electrical Services partners with SimpleHR, an Employee Management Solution for staffing. SimpleHR implements drug testing, which insures a drug-free workplace.

In reference to the scope of work stated in section II of the bid, the company is not a licensed plumbing contractor. All plumbing work will be sub-contracted if required to fulfill contract obligation.

The company is an authorized dealer of numerous HVAC equipment distributors including Carrier, York and Trane. We have established a reputation of prompt, efficient and professional service of the highest quality. We welcome the opportunity to continue to serve the City of Destin.


Dennis Thomas
President / Owner

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement ("Agreement") dated the 1st day of October 2020 is between the City of Destin, Florida, a Florida municipal corporation, (the "City") of 4200 Indian Bayou Trail, Destin, Florida, 32541, and D&D Air Conditioning, Heating and Electrical Services, Inc. ("D&D Air Conditioning"). The purpose of this Agreement is to extend for one year a contract for services dated October 1, 2018 between the City of Destin and D&D Air Conditioning, to provide miscellaneous mechanical services for the City (the "Original Contract").

It is expressly agreed by the parties that this Agreement is an extension to the Original Contract. Except as otherwise modified herein, the terms and conditions of the Original Contract are made a part hereof as though expressly rewritten, incorporated, and included herein, and these terms and conditions are fully enforceable by the parties. **This is the 3rd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel or terminate this Agreement in accordance with the provisions of the Original Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance Johnson
City Manager

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

(Signature)

D & D Air Conditioning, Heating and
Electrical Services

By: _____
(Signature)

(Name &Title)

ATTEST:

(Signature)

(Signature)

(Name &Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 08/11/2020**SUBJECT:** Miscellaneous Electrical Maintenance Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform electrical services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment, manpower and expertise. D&D Air Conditioning, Heating and Electrical Services Inc. has satisfactorily provided these services under the current miscellaneous electrical continuing services contract which was effective December 2, 2019.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): Funding for this item is budgeted in the FY 2021 Tentative Operating Budget Facilities Maintenance, Repairs and Maintenance (0151324-546000). Encumbrances will be made against the adopted FY 2021 budget as each work order is issued throughout the year as needs arise.

C. Level of Service (LOS): No Change.

III. CONCLUSION: This action allows for the first of four possible contract extensions for the miscellaneous electrical services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous electrical services be extended for one year from October 1, 2020 to September

30, 2021 for D&D Air Conditioning, Heating and Electrical Services Inc. and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. D&D Electrical Services Contract
2019
2. DD Air Conditioning Heating and
Electrical 2020 2021 Contract
Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D Air Conditioning, Heating & Electrical Services, herein referred to as the **Contractor**, to supply miscellaneous electrical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable electrical work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous electrical services.

4. Time for Performance:

The Contractor agrees to provide electrical services for 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 Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

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;
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 in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the

work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work 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.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 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:

15.8 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.

As to the City:

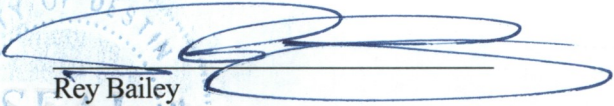
Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning,
Heating & Electrical Services
PO Box 5239
Destin, FL 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

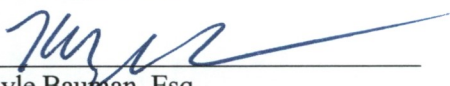
ATTEST:


Rey Bailey
City Clerk

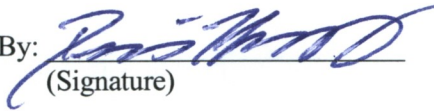
CITY OF DESTIN

By: 
Lance Johnson
City Manager

As to Legal Form:

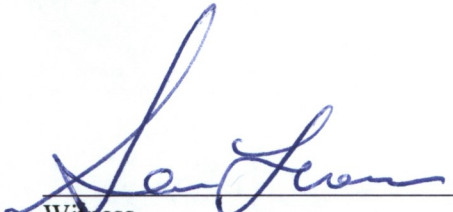

Kyle Bauman, Esq.
City Attorney

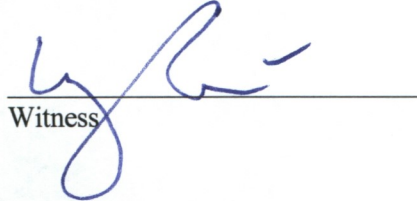
D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: 
(Signature)

Dennis Thomas
(Printed Name)

Its: president
(Title)


Witness


Witness

Bid Form Page 1

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-07-PW
MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540-5239
 Telephone: () (850) 650-3995 E-mail: admin@dndservices.com Fax: () (850) 650-4454
 Number of Years in Business: 22 Years Contact Name Dennis Thomas

PART II Bidding RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Electrical Service Work per hour	\$ <u>65.00</u>
Additional charges, if any associated with service call such as:	
b. Electrician per hour	\$ <u>65.00</u>
c. Electricians Helper per hour	\$ <u>35.00</u>
d. Laborer per hour	\$ <u>25.00</u>
e. Bucket Truck per hour	(70' Bucket Truck) \$ <u>125.00</u>
f. Mobilization or travel time cost (if applicable)	\$ <u>na</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.	
3. Please list any additional costs associated with the above services and materials:	
<u>Basic test and location equipment for electrical and datacom</u>	\$ _____
<u>service included in hourly rate</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bid Form Page 2

City of Destin, Florida

RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

Bid Form Page 5

PART III Certifications:

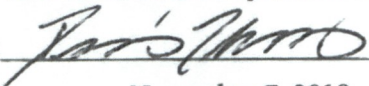
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested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

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas - President

(Print or Type)

Signature: 

Date of Bid: November 7, 2019

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

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

END OF BID FORM

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and D&D Air Conditioning, Heating and Electrical Inc. The purpose of this agreement is to extend for one year a contract for services dated December 2, 2019 between the City of Destin and D&D Air Conditioning, Heating and Electrical Inc. to provide miscellaneous electrical services for the City.

This is the 1st of 4 possible extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

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.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- 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.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 2, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

City of Destin

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

**D&D Air Conditioning, Heating and
Electrical Inc.**

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 08/11/2020**SUBJECT:** Miscellaneous Fencing Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform fencing services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. S. H. Hayes Enterprises, LLC has satisfactorily provided these services under the current miscellaneous fencing continuing services contract which was effective June 5, 2017.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

The following attachments have been provided:

ATT1: SH Hayes Enterprises LLC 2017-2018 Contract - Misc Fencing

ATT2: SH Hayes Original bid document for Misc Fencing

ATT3: SH Hayes fencing contract extension 2020-2021

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): Funding for this item is budgeted in the FY 2021 Tentative Operating Budget in various general fund department budgets including Facilities Maintenance (0151324) and Parks (0157283) under Repairs and Maintenance (546000). Encumbrances will be made against the adopted FY 2021 budget as each work order is issued throughout the year as needs arise.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous fencing services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous fencing services be extended for one year from October 1, 2020 to September 30, 2021 for S. H. Hayes Enterprises, LLC and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: SH Hayes Enterprises LLC
2017-2018 Contract - Misc Fencing
2. ATT2: SH Hayes Original bid
document for Misc Fencing
3. ATT3: SH Hayes fencing contract ext
2020 2021

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS FENCING MAINTENANCE CONTINUING SERVICES CONTRACT

On June 5th, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of S. H. Hayes Enterprises, LLC herein referred to as the **Contractor**, to supply miscellaneous fencing maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS FENCING CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable fencing maintenance services for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from June 5, 2017 through September 30, 2018 and is for supplying the City with fencing maintenance services.

4. Time for Performance:

The Contractor agrees to provide fencing maintenance services for 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 Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

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 in 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.

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For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

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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.

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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.

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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.

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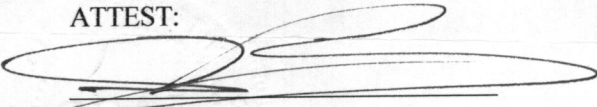
Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

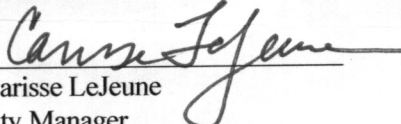
S. H. Hayes Enterprises, LLC
707 West 8th Street Circle
Lynn Haven, FL 32444

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 23rd day of JULY, 2017.

ATTEST:

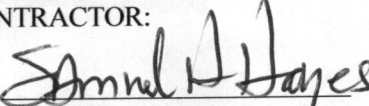
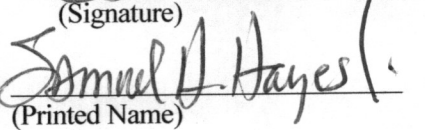

Rey Bailey
City Clerk

CITY OF DESTIN

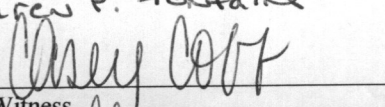
By: 
Carisse LeJeune
City Manager

SEAL

S. H. Hayes Enterprises, LLC
CONTRACTOR:

By: 
(Signature)

(Printed Name)

Its: Co-owner
(Title)


Witness
Karen P. Fontaine

Witness
Casey Cobb

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

Sammy Hayes
(Print or Type)

Signature: _____

Sammy Hayes

Date of Bid: _____

April 6, 2017

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

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

END OF BID FORM

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 17-14-PS,
MISCELLANEOUS FENCING CONTINUING SERVICES**

BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises LLC
 Address: 707 West 8th Street Circle
 City & State: Lynn Haven, FLA. Zip Code: 32444
 Telephone: (850-326-5471) Fax: () N/A

E-mail address: shayes1218@yahoo.com

Number of Years in Business: 1 year in business under this name (15 years in business as Safety-Hayes Const)
39 years experience

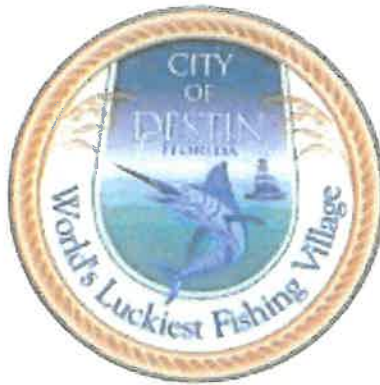
PART II Bidding RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES, as follows:

Work will include both chain link and wood fencing of varying styles. Types of fencing will include sports, backstops, safety, privacy, security, and other miscellaneous fencing.

ITEM	PRICE
1. Labor Cost per hour	<u>(2 man crew) \$40 each</u> \$ <u>80.00</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>0</u> %. Preference may be given to contractors providing materials at cost. The contractor must supply materials invoices upon request.	
3. Equipment costs, if any:	\$ <u>0</u>
4. Please list any additional costs associated with the above services and materials:	
<u>0</u>	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 17-14-PS
MISCELLANEOUS FENCING CONTINUING SERVICES



City of Destin, Florida
April 2017

A handwritten signature in blue ink that reads "Carisse LeJeune". The signature is written in a cursive style and is positioned above the printed name and title.

Carisse LeJeune
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

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NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Fencing Continuing Services Contract. Scope of Work will include, but not be limited to miscellaneous fencing work focusing on new installation and repair of City property. This will be a full-service one-year contract with options for four additional one-year extensions not to exceed five years. Successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. An original and 6 copies of the bid must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFB No. 17-14-PS, 'MISCELLANEOUS FENCING CONTINUING SERVICES CONTRACT'**", no later than 2:00 p.m. CST, on Thursday, April 6, 2017 at which time they will be opened and read aloud. Bidders should contact the City Clerk's office to obtain either an electronic or paper version of the Bid documents. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Carisse LeJeune
City Manager

CHECKLIST

The following items must be provided in order for your bid to be considered responsive

- 1. Completed bid form**
- 2. Years in business**
- 3. Location of business**
- 4. Previous Work experience**
- 5. Availability**
- 6. Insurance Documents (Worker's Compensation)**
- 7. Copy of State license (if required for job)**
- 8. Copy of City license (if business office is located in Destin)**
- 9. Copy of Completed W-9 Form**
- 10. Completed Public Entity Form**
- 11. Completed Drug Free Form**
- 12. Addenda (if applicable)**
- 13. Bid Bond or Cashier's Check (if requested)**
- 14. Other documents as requested in bid package**

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS (RFB) NO. 17-14-PS
MISCELLANEOUS FENCING CONTINUING SERVICES**

- I. **PURPOSE:** The purpose of RFB No. 17-14-PS is to secure sealed Bids for a miscellaneous fencing continuing services contract focusing on new installation and repair of City property. The initial contract will be effective upon Council approval through September 30, 2017. The contract will have renewal options for four (4) additional one (1) year extensions. This Request for Bid is for miscellaneous fencing work occurring within the contract frame of 5 years. The City cannot guarantee any volume of work.
- II. **SCOPE OF WORK:** The Scope of Work will include, but not be limited to miscellaneous fencing work for City property. The contractor will be responsible for furnishing all tools, machines, equipment, labor and incidentals necessary to complete the work.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
- A. Completed Bid Form
 - B. Number of years the firm has been performing fencing work
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - H. Completed Request for Taxpayer Identification Number and Certification (W-9) Form
 - I. Copies of Workman's Compensation insurance
 - J. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - K. Each Bid shall contain a completed Drug-Free Workplace Certification (Attachment #2)

Failure to provide any of the above listed mandatory information may result in the elimination of the Bid from consideration.

IV. SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

- A. **Bid Form.** The Bid Form contained within this RFB shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.
- B. **Public Entity Crime Form.** Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
- C. **Disclosure.** Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.
- D. **Joint Ventures.** Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.
- E. **Drug - Free Workplace Program.** Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide an Attachment #2 certification form with the RFB submittal.
- F. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on Thursday, April 6, 2017. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and six (6) copies of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES CONTRACT**" and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

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

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, April 6, 2017 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 17-14-PS may be directed to the individuals below:
- | | | |
|--------------------------------|----|-------------------------------------|
| <u>For Technical Questions</u> | OR | <u>For Administrative Questions</u> |
| Timothy L. Pietenpol | | Rey Bailey, City Clerk |
| City of Destin | | City of Destin |
| 4200 Indian Bayou Trail | | 4200 Indian Bayou Trail |
| Destin, Florida 32541 | | Destin, Florida 32541 |
| (850) 837-4242 | | (850) 837-4242 |
- I. Contact Prohibition: All prospective Proposers are hereby instructed **NOT** to contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.
- J. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- K. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) when it serves the best interest of the City.
- L. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding one hundred twenty (120) calendar days after the closing date of the request.
- M. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to readvertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

- N. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall provide for at least ten days notice to the City of any cancellation or amendment to any of the binders, policies or certificates.
- O. Provide a completed Request for Taxpayer Identification Number and Certification (W-9) Form

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 17-14-PS,
MISCELLANEOUS FENCING CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises LLC
 Address: 707 West 8th Street Circle
 City & State: Lynn Haven, FLA. Zip Code: 32444
 Telephone: (850-326-5471) Fax: () N/A

E-mail address: shayes1218@yahoo.com

Number of Years in Business: 1 year in business under this name (15 years in business as Behety-Hayes Const)
39 years experience

PART II Bidding RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES, as follows:

Work will include both chain link and wood fencing of varying styles. Types of fencing will include sports, backstops, safety, privacy, security, and other miscellaneous fencing.

<u>ITEM</u>	<u>PRICE</u>
1. Labor Cost per hour	<u>(2 man crew) #40 each</u> \$ <u>80.00</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>0</u> %. Preference may be given to contractors providing materials at cost. The contractor must supply materials invoices upon request.	
3. Equipment costs, if any:	\$ <u>0</u>
4. Please list any additional costs associated with the above services and materials:	
<u>0</u>	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

Sammy Hayes
(Print or Type)

Signature: _____

Sammy Hayes

Date of Bid: _____

April 8, 2017

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

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

END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 17-14-PS,

MISCELLANEOUS FENCING CONTINUING SERVICES

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract Miscellaneous Fencing
Continuing Services
2. This sworn statement is submitted by S.H. Hayes Enterprises LLC whose
business address is 707 West 8th Street Circle, Lynn Haven, Fla 32444
- and (if applicable) Federal Employer Identification Number (FEIN) is 81-2507644 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Sammy Hayes and my relationship to the entity named
above is owner

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

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

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

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.

City of Destin, Florida

RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES

Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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)

True 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.

F 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)

F 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)

Never 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.)

Samuel H. Hays
(Signature)

Date: 4/4/17

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 4th day of April, 2017, and is personally known to me, or has provided FL Driver License identification.

Karen P. Fontaine
Notary Public

My Commission expires: 4/17/20



ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 17-14-PS,

MISCELLANEOUS FENCING CONTINUING SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: S.H. Hayes Enterprises L.L.C.
ADDRESS: 707 West 8th Street Circle
CITY: Lynn Haven STATE: Fla ZIP CODE: 32444
TELEPHONE NUMBER: 850-326-5471
SIGNATURE: Sammy Hayes DATE: _____
NAME (TYPED OR PRINTED): Sammy Hayes
TITLE: Owner

S.H. Hayes Enterprises, LLC

707 W 8th Street Cir

Lynn Haven, FL

850-326-5471

Shayes6018@gmail.com

Previous Work Experience

I was a senior maintenance mechanic in construction of the federal prison in Marianna, FL from 1988-1997. I was trained as a Contracting Officer Technical Representative. I completed projects that included 12' high #9-gauge security chain link fence around the perimeter of a 57-acre compound. I installed hundreds of feet of this security fencing. I built cages in the segregation areas to separate inmates. I ran split rail fencing along the roadways to control traffic flow. I erected several wood privacy fences to hide unsightly areas. I have run wood privacy fences in several FHA and HUD funded projects in Callaway, FL for Sudduth Realty. I built the backstops at the Five Point Recreation Center ballfields near Vernon, FL. I erected baseball field fencing in the outfields in Bluefield, VA. I completed a contract for FDOT replacing 12 miles of 5' high fencing on the property line of I-10 in Walton county. I completed 162 miles of fence repair after hurricane Ivan in the Pensacola area all the way to Ponce De Leon in 2005, for FDOT. I have erected several white vinyl fences on Holiday Isle in Destin. I have installed razor wire to tops of chain link projects for added security. I ran chain link and razor wire at Homestead, FL for a federal detention center. I have used steel, wooden and concrete posts while fencing. I have also built brick columns and 4x4 rail property line fencing to include stone fencing.

Current Work Experience

We currently hold the miscellaneous concrete repair contract with Destin, FL. But we have exhausted this year's funding for this project. It will renew in October.

We are currently engaged to a 1.5-month project with Anderson Columbia to extend shoulders on I-10 in Jackson County.

We are working on a small project replacing 10' high boundary fencing at the I-10 rest area in Leon county for HDR/ICA in Chipley, FL. (2-week project)

Availability

We are available now to start any fencing projects that the city may need to be done.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2017

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

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

PRODUCER People First Insurance 1325-G Gause Blvd Slidell LA 70458		CONTACT NAME: Kimberly Cook PHONE (A/C, No, Ext): 985-445-1244 E-MAIL ADDRESS: kim@pfiinsurance.com FAX (A/C, No):	
INSURED S. H. Hayes Enterprises, LLC 707 W. Ath Circle LynnHaven FL 32444		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: First Comp INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** S.H.17040315462079 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	MWC0096518-01	06/20/2016	06/20/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Concrete Contractor

CERTIFICATE HOLDER

CANCELLATION

City of Destin
4200 Indian Bayou Trail

Destin

FL 32541

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2017

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

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

PRODUCER Sims Insurance Agency 410 North Waukesha Street Bonifay FL 32425		CONTACT NAME: Mike Sims PHONE (A/C, No, Ext): (850) 547-5411 E-MAIL ADDRESS: kbarfieldsia@embarqmail.com FAX (A/C, No): (850) 547-5412	
INSURED S H Hayes Enterprises LLC PO Box 206 Chipley FL 32428		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			78711962	05/04/2016	05/04/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			5067739900	04/04/2017	04/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Class Code(s): Concrete Construction: Fence Erection: Lawn Care Services.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Mike Sims A243771

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S. H. Hayes Enterprises, LLC. The purpose of this agreement is to extend for one year a contract for services dated June 7, 2016 between the City of Destin and S. H. Hayes Enterprises, LLC. to provide miscellaneous fencing services for the City.

The following provision amends the contract of the parties and is binding upon them:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS IT PERTAINS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

It is expressly agreed by the parties that this contract is an extension to the Contract dated June 7, 2016 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 4th of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

S. H. Hayes Enterprises, LLC

(Signature)

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney**FROM:** Michael Burgess, Public Services Director**DATE:** 08/06/2020**SUBJECT:** Miscellaneous Generator Maintenance Services, authorization to renew contract

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform major generator repairs. For these more involved projects, it is important that the City engage a vendor with the manpower, expertise and ability to perform warranty work on the City's generators. Metro Power has satisfactorily provided these services under the current miscellaneous generator continuing services contract which was effective January 1, 2020.

II. DISCUSSION: Metro Power has provided exceptional customer service this past year and has been quick to respond to any request made by City staff.

Revisions, based on Council's recommendations, have been made to the contract and extension agreement. Specifically, the Sheriff's Office Generator item has been stricken in Exhibit "A" of the contract, a modification that has been acknowledged by both parties via initials and date.

In addition, clarification of the billing schedule has been included in the extension agreement.

A. Link to Strategic Goals / Objectives: Organizational Excellence, Emergency Management, Public Safety

B. Effect on Budget (EOB): Approximately \$2125 in inspections and as-needed maintenance work is required in the FY21 budget for miscellaneous generator services. This amount does not include not include non-regularly scheduled service calls and materials.

ORG 0152543	FY21 Tentative	\$ 8,750.00
	Appropriation:	
Emergency	Previous	\$ -
Mgmt	Expenses/Encumbrances:	
	Available Program Budget:	\$ 8,750.00
OBJ 546000		
Repair &	This Work Authorization:	\$ 2,125.00
Maintenance		
	FY21 Remaining Program	\$ 6,625.00
	Budget:	
PRO		
J Operations		

C. **Level of Service (LOS)**: Continuity of Operations in the event of a hurricane or other event that severely affects power to City facilities.

III. **CONCLUSION**: This action allows for a one year contract extension for the miscellaneous generator services provider.

IV. **RECOMMENDED MOTION**: I move that the contract extension for miscellaneous generator services be extended for one year from October 1, 2020 to September 30, 2021 with Metro Power and authorize the City Manager to execute the attached contract extension on behalf of the City.

Attachments:

1. ATT1: MetroPower Contract 2020
2021
2. ATT2: METRO POWER LLC FY21
Contract Extension revised

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS GENERATOR MAINTENANCE SERVICES CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Metro Power, herein referred to as the **Contractor**, to supply miscellaneous generator maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS GENERATOR MAINTENANCE SERVICES CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable generator maintenance services work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous generator maintenance services.

4. Time for Performance:

The Contractor agrees to provide generator maintenance services for 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 Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

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;
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 in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or

designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work 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.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts

and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 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:

15.8 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.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Metro Power
2303 US Highway 98 West #C
Santa Rosa Beach, FL 32559

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

ATTEST:


Key Bailey
City Clerk

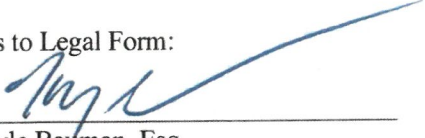
SEAL

CITY OF DESTIN

By:


Lance Johnson
City Manager

As to Legal Form:


Kyle Bauman, Esq.
City Attorney

Metro Power
CONTRACTOR:

By:


(Signature)

Franklin N. Perkin
(Printed Name)

Its:

Dept. Mang.
(Title)

Angela Fears
Witness


Witness

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-12-PW
MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: Metro Power
Address: 2303 US Highway 98 West # C
City & State: Santa Rosa Beach, FL Zip Code: 32459
Telephone: (888) 622-4099 E-mail: frank.parker@metropower.com Fax: (888) 622-5199
Number of Years in Business: 40 Contact Name: Frankie Parker

PART II Bidding RFB No. 19-12-PW, MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES, as follows:

I. SEMI ANNUAL SERVICE TREATMENT FOR CITY OWNED FACILITIES

1. Bidder must be a certified electrical contractor and provide documentation certifying qualification to work on GENERAC generators.
2. Service must include all manufacturers' recommended work at appropriate hourly levels
3. At a minimum the following must be accomplished:
 - a. Check and adjust engine oil levels as necessary
 - b. Check and adjust engine coolant levels as necessary
 - c. Check the natural gas delivery system and tighten connections as necessary
 - d. Check air inlets and outlets for debris and clean as necessary
 - e. Check the battery electrolyte levels and adjust as necessary
 - f. Check battery posts, cables and charger for loose connections and adjust as necessary
 - g. Check unit wiring for loose connections, corrosion, damage and replace as necessary
 - h. Check the engine accessory drive belts for wear, weather cracking, damage and replace as necessary
 - i. Visual inspection of the unit looking for leaks, wear, damage, loose connections or components, corrosion and correct if needed
 - j. Test the engine and transfer switch safety devices and adjust as necessary
 - k. Initiate and automatic start and transfer of the unit to site load and exercise noting any inconsistencies
 - l. Change oil, oil filter, and air filter as needed
 - m. Check engine spark plugs, clean and re-gap or replace as necessary
 - n. Run generator weekly for approximately 30 minutes at each location
 - o. Perform an annual load test each May to ensure units will operate facilities if power is lost
 - p. Return the unit to standby setup for operation when required

q. Monitor software and alert Public Works when problems arise

4. List annual cost to perform semi-annual inspection for each generator at locations below:

City Hall, 4200 Indian Bayou Trail,	\$ 550. ⁰⁰
City Hall Annex, 4100 Indian Bayou Trail	\$ 550. ⁰⁰
Sheriff's Office, 112 Stahlman Ave	\$ 475.⁰⁰ *
Maintenance Facility, 3949 Commons Dr	\$ 475. ⁰⁰
Heritage Run Pump Facility, across from 754 Benning Dr	\$ 550. ⁰⁰

5. Hourly cost for unscheduled service call

\$ 115.⁰⁰

6. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.

Please list any additional costs associated with the above services:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Frankie Parker Department Mng.
(Print or Type)

Signature: _____

Date of Bid: 11-7-2019

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

*** Strike-Thru Acknowledgment**

City of Destin:

Metro Power:

XX 08/11/2020
Initial Date

F.P. 8-10-2020
Initial Date

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

END OF BID FORM



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/16/2019

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.

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PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED MetroPower, Inc. 798 21st Avenue Albany, GA 31701 USA	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	XL Specialty Insurance Company	37885	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: W14410074

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		GLO 0274483-02	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:				GENERAL AGGREGATE \$ 4,000,000	
					PRODUCTS - COMP/OP AGG \$ 4,000,000	
						\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP 0274485-02	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
					\$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE		US00081757LI20A	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 10,000,000
		AGGREGATE \$ 10,000,000				
	DED ☒ RETENTION \$ 10,000	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	WC 0274487-02	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

CERTIFICATE HOLDER**CANCELLATION**

City of Destin 4200 Indian Bayou Trail Destin, FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Metro Power (“Contractor”). The purpose of this agreement is to extend for one year a contract for services dated December 19, 2019 between the City of Destin and Metro Power to provide miscellaneous generator maintenance services for the City.

This is the **1st of 4** possible contract extensions.

Removal of Sheriff’s Office Generator from Exhibit “A”: The contractor hereby agrees to not perform any maintenance or service to the generator located at 107 Stahlman Avenue (Sheriff’s Substation), until specifically directed, in writing, by City Staff. This generator and any costs associated with it have been removed from Exhibit “A” as reflected by the strike-through of this item on the attached contract initialed and dated by both the City Manager and Contractor.

Billing Practices: During this and possible future contract extensions, the Contractor will provide two separate invoices for contracted services for each generator. One-half of the contract amount will be billed after the first service of the year (March) with the remainder after the second service (September).

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

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.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- 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.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 19, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

METRO POWER

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 17, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney

FROM: Michael Burgess, Public Services Director

DATE: 08/06/2020

SUBJECT: Miscellaneous Pest Control Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped nor licensed to perform pest control services. For these services, it becomes necessary to outsource the work to vendors who have the equipment, expertise and manpower. Florida Pest Control & Chemical Company has satisfactorily provided these services under the current miscellaneous pest control continuing services contract which was effective January 1, 2020.

II. DISCUSSION: The signing of this contract extension by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

The City's current pest control contract has been included as ATT1 with the FY21 extension included as ATT2.

Council requested that the vendor provide a rationale for the service pricing. Chris Powell, Regional Manager stated in a phone call to Director Burgess that the pricing provided to the City is deeply discounted and is a way that Florida Pest can give back to our community. The price for servicing all of the City's facilities is \$180 per month. Per Mr. Powell, the prices were distributed across the 15 facilities using a approach so that the total for service would total \$180.

In addition, a comparison of the bids received by the City last year for this contract is included as ATT3.

A. Link to Strategic Goals / Objectives: Organization Excellence, Public Health & Safety

B. Effect on Budget (EOB): Pest Control Services are charged at a flat monthly rate per facility. If all facilities are visited, this can be up to \$180/month for regularly scheduled control (x 12 months = \$2160/year).

ORG	0151324 Facilities	FY21 Tentative	
	Maint	Appropriation:	\$ 25,300.00
	0157285 Parks	Previous	
		Expenses/Encumbrances:	\$ -
		Available Program	\$ 25,300.00
		Budget:	
OBJ	534000		
	Contract Svcs	This Work	
		Authorization:	\$ 2,160.00
		FY21 Remaining	
		Program Budget:	\$ 23,140.00
PRO			
J	Ops		

C. Level of Service (LOS): No Change

III. CONCLUSION: This action allows for the first of four possible contract extensions for the City's miscellaneous pest control services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous pest control services be extended for one year from October 1, 2020 to September 30, 2021 with Florida Pest Control & Chemical Company and authorize the City Manager to execute the contract extension on behalf of the City.

Alternative Motion: I move that the City Manager re-advertise a request for bids for pest control services.

Attachments:

1. ATT1: Florida Pest Control & Chemical Company 2019-2020 Contract
2. ATT 2 Florida Pest Control & Chemical Company Contract Extension FY21

3. ATT3: Pest Control Quotes for
Service 19-10-PW

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Florida Pest Control and Chemical Company, herein referred to as the **Contractor**, to supply miscellaneous pest control services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable pest control work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous pest control services.

4. Time for Performance:

The Contractor agrees to provide pest control services for 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 Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

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;
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 in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency

situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work 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.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 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:

15.8 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.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Florida Pest Control and Chemical Company
34 Hollywood Blvd SW
Fort Walton Beach, FL 32548

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: Lance Johnson
Lance Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman
Kyle Bauman, Esq.
City Attorney

Florida Pest Control and Chemical Company
CONTRACTOR:

By: Jeffrey Engeldinger
(Signature)

Jeffrey Engeldinger
(Printed Name)

Kirk C. Wister
Witness

Jeffrey M. Stem
Witness

Its: Branch Manager
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-10-PW
MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: Florida Pest Control + Chemical Co.

Address: 34 Hollywood Blvd S.W.

City & State: Fort Walton Beach FL. Zip Code: 32548

Telephone: () 850-243-7166 E-mail: _____ Fax: () 850-243-1643

Number of Years in Business: 70 Contact Name Jeff Engeldinger

PART II Bidding RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT:

I. MONTHLY TREATMENT FOR CITY OWNED FACILITIES

1. The selected vendor will perform a monthly service treatment at each location to ensure pest control.
2. The selected vendor will perform an annual termite assessment at each location and treat each facility annually to ensure facilities are termite free.

<u>ITEM</u>	<u>MONTHLY PRICE PER FACILITY</u>
Buck Destin Park, 724 Legion Dr, approx 1,900 sf	\$ <u>5.00</u>
City Hall, 4200 Indian Bayou Trail, approx 15,000 sf	\$ <u>15.00</u>
City Hall Annex, 4100 Indian Bayou Trail, approx 12,000 sf	\$ <u>20.00</u>
Clement Taylor Park, 131 Calhoun Ave, approx 450 sf	\$ <u>8.00</u>
Community Center, 101 Stahlman Ave, approx 19,000 sf	\$ <u>20.00</u>
Emergency Operations Center, 4200 Indian Bayou Trail, approx 1500 sf	\$ <u>11.00</u>
Joes Bayou Boat Ramp, 750 Beach Dr, approx 600 sf	\$ <u>11.00</u>
June White Decker Park, 1950 Scenic 98, approx 800 sf	\$ <u>11.00</u>
Library, 150 Sibert Ave, approx 15,000 sf	\$ <u>18.00</u>
Morgan Sports Center, 3950 Indian Bayou Trail, approx 1500 sf	\$ <u>9.00</u>
Morgan Sports Center Bathrooms, 3950 Indian Bayou Trail, approx 500 sf	\$ <u>5.00</u>
Museum 102 Stahlman Ave, approx 5500 sf	\$ <u>9.00</u>
Maintenance Facility, 3949 Commons Dr, approx 12,000 sf	\$ <u>10.00</u>
Shores at Crystal Beach, 2966 Scenic Hwy 98, approx 800 sf	\$ <u>10.00</u>
Sheriff's Office, 106 Stahlman Ave, approx 6000 sf	\$ <u>18.00</u>

II. ANNUAL TREATMENT FOR CITY OWNED FACILITIES LISTED ABOVE

ANNUAL PRICE

Annual Termite Inspection for all facilities
Annual Termite Treatment cost for all facilities
Specialty calls for pests such as mice, rats, spiders, fleas, etc
Termite Bond

\$ NO COST PART OF SERVICE
\$ PRICED AS NEEDED
\$ INCLUDED
\$ PRICED WITH TREATMENT
IF NEEDED

Please list any additional costs not covered in this bid package:

Bed Bugs - Priced AS NEEDED

\$ _____
\$ _____
\$ _____

To ensure responsiveness, submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Jeffrey Engeldinger Branch Manager
(Print or Type)
Signature: Jeffrey Engeldinger
Date of Bid: 11-07-2019

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

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

END OF BID FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

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 Edgewood Partners Insurance Center 200 Glenridge Point Parkway Suite 400 Atlanta GA 30342	CONTACT NAME: Certificate Unit	
	PHONE (A/C, No, Ext): 404-439-8000 FAX (A/C, No): 404-439-8001	
	E-MAIL ADDRESS: certificate@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
	INSURER B : Old Republic Insurance Company	24147
	INSURER C : ACE Property & Casualty Insurance Company	20699
	INSURER D : Zurich American Insurance Company	16535
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 2120662778**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		OGLG27240331	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		MWTB314124-19	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		XOOG27233420	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ Y N/A	MWC314123-19	10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A D	Errors & Omissions Liability Crime/Client Coverage		OGLG27240331 CRM015168302	10/1/2019 10/1/2019	10/1/2020 10/1/2020	Each Incident/Agg 5,000,000 Each Occurrence 1,000,000

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

All Locations & Operations.

City of Destin, to the extent required by written contract, is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**City of Destin
4100 Indian Bayou Trail Road
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

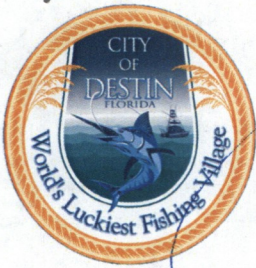
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Public Works Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-6869 | Fax: 850-837-9693 | www.cityofdestin.com

December 5, 2019

Florida Pest Control & Chemical Company
34 Hollywood Boulevard SW
Fort Walton Beach, FL 32548

SUBJECT: Contract Award

Congratulations on being selected to provide Pest Control Services for the City of Destin! I have enclosed the contract approved by City Council on December 2, 2019. Please sign in the locations at the bottom of the document and forward both originals along with your current Certificate of Insurance back to my office. We will gather the additional signatures and return an original of the completed document to your office.

Please ensure you obtain **three different signatures** as required.

If you need additional information or would like to contact me concerning this matter, you may reach me at 850-837-6869 or at mburgess@cityofdestin.com.

Sincerely,

Michael G. Burgess MS, PH, CSM, CFM
Director of Public Works
City of Destin, FL

Attachment:
Contract - 2 Originals





INTEROFFICE ROUTING SHEET

From: Erica Eliason	Department Public Services	Initials ee	Date 12/13/2019
Subject: Florida Pest Control Continuing Services Contract		Date Needed: ☐ URGENT asap	
To: (Name, Department) Michael Burgess, PS Director 1.	Initials MB	Date 12/16/19	☒ Approval
			☒ Signature Required
Lance Johnson, CM 2.	JLJ	12/19	Action Required
			Comment/Recommendation
			Read and File
3.			Other _____
Remarks (Explanations, further instruction, questions, etc.) We have attached the continuing services contract for Florida Pest Control. Contract approved by the city attorney.			
Response From:		☒ Approved	
		☐ See Me	
		☐ Action Needed	
		☐ Comment/Recommendation	
		☐ Investigate	
		☐ Prepare Response	
		☐ Read and File	
		☐ Other _____	

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Florida Pest Control & Chemical Company (“Contractor”). The purpose of this agreement is to extend for one year a contract for pest control services dated December 19, 2020 between the City of Destin and Florida Pest Control & Chemical Company to provide miscellaneous pest control services for the City.

This represents the **1st of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended as follows:

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.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- 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.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 19, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

City of Destin

(Signature)

By: _____
Lance A. Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

Florida Pest Control & Chemical Company

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

City of Destin, FL					
Department of Public Works					
Monthly Service Costs received for 19-10-PW, Miscellaneous Pest Control Services					
		2019 Monthly Pricing			Monthly Pricing
Location	Area (SQFT)	Vendor A	Vendor B	Vendor C	from last contract,
Buck Destin Park	1900	\$5	\$33	\$25	\$5
City Hall	15000	\$15	\$33	\$40	\$18
City Hall Annex	12000	\$20	\$33	\$35	\$23
Clement Taylor Park	450	\$8	\$33	\$20	\$8
Community Center	1900	\$20	\$33	\$45	\$23
Emergency Op Ctr	1500	\$11	\$33	\$20	\$13
Joe's Bayou Boat Ramp	600	\$11	\$33	\$20	\$13
June White Decker Park	800	\$11	\$33	\$20	\$13
Library	15000	\$18	\$33	\$40	\$20
Morgans Sports Center	1500	\$9	\$33	\$20	\$9
Morgans Sports Ctr Bathr	500	\$5	\$33	\$10	\$5
Fishing Museum	5500	\$9	\$33	\$25	\$9
Maintenance Facility	12000	\$10	\$33	\$40	\$10
Shores at Crystal Beach	800	\$10	\$33	\$20	\$10
Sheriff's Office	6000	\$18	\$33	\$25	\$20
Total per Month		\$180	\$495	\$405	\$199
Vendor A - Florida Pest Control & Chemical Co. - Approved by Council in 2019					
Vendor B - Bay Pest Control of Florida					
Vendor C - Brock Lawn and Pest Control					
Monthly service (for the same facilities) decreased by \$19/mth, 2014 vs. 2019					

SHARED PARKING AGREEMENT

This Shared Parking Agreement entered into this 18 day of Dec., 2012 and to become effective on the 1st day of March, 2013 between PRI, LLC, a limited corporation, whose address is 400 Emery Drive, Suite 200, Hoover, Alabama 35244, its heirs and assigns, hereinafter referred to as "PRI" and The Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Inc., c/o St. Andrews By The Sea Episcopal Church, 307 Harbor Drive, Destin, Florida 32541-2383, its heirs and assigns, hereinafter referred to as "the Diocese."

WHEREAS, PRI is the owner of a marina in Destin known as East Pass Marina which has approximately (33) boat slips that it leases out on a monthly basis to various tenants, and

WHEREAS, the City of Destin Land Development Code currently requires that PRI have available more parking spaces per slip than the amount of parking available on the East Pass Marina Property, and

WHEREAS, to satisfy the need for additional parking, PRI is acquiring additional parking located on the Diocese's property which is in close proximity to PRI's East Pass Marina.

WHEREAS, the parties are entering into this Shared Parking Agreement pursuant to the City of Destin's Land Development Code Section 8.06.12 D 2.

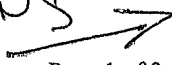
NOW, THEREFORE, for valuable consideration, the amount of which is set forth in a separate agreement executed by the parties of even date herewith, paid and to be paid by PRI as directed by the Diocese, the Parties agree as follows:

1. The parties have entered into a land lease in which PRI is leasing the property as shown in Exhibit "A" hereto from the Diocese, which property includes a parking lot for use by PRI. The parties recognize that PRI is the owner of East Pass Marina in Destin, Florida, and has approximately (33) boat slips for rent for PRI's various tenants. The parties agree at least 60 parking spaces on the premises will be available to PRI at all times excluding Sundays till after 2:00 p.m. Central Standard Time and during scheduled and unscheduled church services of St. Andrews By the Sea Episcopal Church and Calvary Chapel and also during the Saturday and Sunday of the Destin Seafood Festival.

2. This Shared Parking Agreement shall be recorded in the public record of Okaloosa County, Florida.

3. This Shared Parking Agreement shall continue in full force and effect until such time as any of the following terminating events occurs: (a) this Agreement is terminated by either party in their sole discretion at any time and for any reason or is otherwise rendered ineffective, (b) PRI obtains approval from the City of Destin for additional on-site parking at East Pass Marina that will satisfy the requirements of the City of Destin Land Development Code, (c) PRI is no longer required to provide such parking due to amendment of the City's code requirements relating to parking, (d) PRI has secured additional shared parking by either purchase or lease from another or an additional land owner, (e) PRI ceases the use for which the parking is required, or (f) the property subject to the Agreement is sold or transferred to a new owner, unless the terms of the sale or transfer provide otherwise.

4. That the Parties understand that this Shared Parking Agreement must be submitted and approved by the City of Destin prior to the approval of PRI obtaining either a development order or Business Tax Receipt which requires parking not located at East Pass Marina.

RECORDING
INFO - 
Page 1 of 3

Instr # 2824820 BK: 3072 PG:3017, Page 1 of 4
Recorded 01/03/2013 at 02:13 PM,
RECORDING: \$19.50 RECORDING ARTICLE V: \$16.00

SHARED PARKING AGREEMENT

This Shared Parking Agreement entered into this 15 day of Dec., 2012 and to become effective on the 1st day of March, 2013 between PRI, LLC, a limited corporation, whose address is 400 Emery Drive, Suite 200, Hoover, Alabama 35244, its heirs and assigns, hereinafter referred to as "PRI" and The Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Inc., c/o St. Andrews By The Sea Episcopal Church, 307 Harbor Drive, Destin, Florida 32541-2383, its heirs and assigns, hereinafter referred to as "the Diocese."

WHEREAS, PRI is the owner of a marina in Destin known as East Pass Marina which has approximately (33) boat slips that it leases out on a monthly basis to various tenants, and

WHEREAS, the City of Destin Land Development Code currently requires that PRI have available more parking spaces per slip than the amount of parking available on the East Pass Marina Property, and

WHEREAS, to satisfy the need for additional parking, PRI is acquiring additional parking located on the Diocese's property which is in close proximity to PRI's East Pass Marina.

WHEREAS, the parties are entering into this Shared Parking Agreement pursuant to the City of Destin's Land Development Code Section 8.06.12 D 2.

NOW, THEREFORE, for valuable consideration, the amount of which is set forth in a separate agreement executed by the parties of even date herewith, paid and to be paid by PRI as directed by the Diocese, the Parties agree as follows:

1. The parties have entered into a land lease in which PRI is leasing the property as shown in Exhibit "A" hereto from the Diocese, which property includes a parking lot for use by PRI. The parties recognize that PRI is the owner of East Pass Marina in Destin, Florida, and has approximately (33) boat slips for rent for PRI's various tenants. The parties agree at least 60 parking spaces on the premises will be available to PRI at all times excluding Sundays till after 2:00 p.m. Central Standard Time and during scheduled and unscheduled church services of St. Andrews By the Sea Episcopal Church and Calvary Chapel and also during the Saturday and Sunday of the Destin Seafood Festival.

2. This Shared Parking Agreement shall be recorded in the public record of Okaloosa County, Florida.

3. This Shared Parking Agreement shall continue in full force and effect until such time as any of the following terminating events occurs: (a) this Agreement is terminated by either party in their sole discretion at any time and for any reason or is otherwise rendered ineffective, (b) PRI obtains approval from the City of Destin for additional on-site parking at East Pass Marina that will satisfy the requirements of the City of Destin Land Development Code, (c) PRI is no longer required to provide such parking due to amendment of the City's code requirements relating to parking, (d) PRI has secured additional shared parking by either purchase or lease from another or an additional land owner, (e) PRI ceases the use for which the parking is required, or (f) the property subject to the Agreement is sold or transferred to a new owner, unless the terms of the sale or transfer provide otherwise.

4. That the Parties understand that this Shared Parking Agreement must be submitted and approved by the City of Destin prior to the approval of PRI obtaining either a development order or Business Tax Receipt which requires parking not located at East Pass Marina.

5. This Shared Parking Agreement shall constitute a covenant running with land until such time as this Agreement is lawfully terminated upon the occurrence of a terminating event, and shall be binding upon all successors in title.

6. A detailed site plan containing the property boundary lines with adjacent right of ways, the parking area and number of parking spaces that will be provided to PRI, along with adjacent improvements, sidewalks, landscaping areas and drainage swales is attached hereto as Exhibit "A."

7. Except as provided herein above, the parking spaces that are the subject of the Shared Parking Agreement shall be for the exclusive use of PRI, and its employees, lessees, tenants, guests, customers, and business invitees at East Pass Marina, which shall include the employees, customers, guests, and business invitees of any of PRI's boat slip tenants at East Pass Marina.

8. The parties understand and acknowledge that, during the time this Agreement is in effect, it is a violation of the City of Destin Land Development Code to cause or permit said parking area and the required parking spaces to become unavailable to PRI in its operation of East Pass Marina. Such violation may result in the revocation or suspension of any development order or approval issued in reliance upon this agreement, and may result in code enforcement action.

9. The parties hereby agree that the Diocese is solely responsible for maintenance of the area subject to this Shared Parking Agreement, said area being shown in Exhibit "A" attached hereto.

10. This Agreement may be amended only in a manner that is consistent with the requirements of the City of Destin Land Development Code and any such amendment is not effective until approved in writing by the City of Destin.

11. Notice. For purposes of giving notice pursuant to Section 3(a), sixty (60) days written notice shall be required and such notice shall be deemed given when placed in the U.S. Mail with proper postage affixed and also sent certified mail return receipt requested, to the address listed for the party to whom notice is being given in this Agreement. Thereafter on the sixty-first (61) day from the date of the notice, this Agreement shall be terminated. The City of Destin shall also be given a copy of said notice at the time it is mailed to the other party. Parties may change the address to which notice is to be provided under this section by providing the other party with the new address provided such change of address is given in writing (U.S. Mail and certified mail) and references this Agreement and this Paragraph 10.

12. Insurance. Insurance shall be maintained as follows: (a) PRI, at PRI's own cost and expense, shall keep the property insured against loss or damage by fire or other casualty, in the name of PRI; (b) at PRI's own cost and expense, shall provide and keep in force a comprehensive General Public Liability Insurance policy with an insurance company satisfactory to the Diocese and in standard form with minimum limits of liability in an amount of \$1,500,000.00 with respect to any one occurrence and \$500,000.00 with respect to damage of property. The required Comprehensive General Public Liability insurance policy to be obtained by PRI shall include the parking area as designated in Exhibit "A" and ingress and egress areas over which PRI has an easement for the benefit of PRI's employees, guests and invitees. St. Andrews and the Diocese shall also be named as additional insureds on the above policy.

13. Indemnity. PRI agrees to indemnify, defend and hold harmless the Diocese and St Andrew's By the Sea Episcopal Church from and against any and all claims, demands, fines, lawsuits, actions, proceedings, orders, decrees, and judgment of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees resulting from or in connection with loss of, from, or on account of any occurrence in, on, at or from the parking area or occasioned wholly or in part through the use and occupancy of the parking area or any improvements

therein or appurtenances thereto, or by any act or omission of PRI or any of its employees or any sub-lessee, concessionaire, trustees, guest or licensee of PRI.

EXECUTED at Jefferson County, Al., on the 21 day of Dec, 2012.

Witness: Rachel S. Wilson
(Signature)
Rachel S. Wilson
(Print)

Witness: Heather White
(Signature)
Heather White
(Print)

W. T. Porter
PRI, LLC
By: WILLIAM T. PORTER, as Managing
Partner

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally came and appeared WILLIAM T. PORTER, Managing Partner of PRI, LLC, ☒ personally known to me or ☐ who produced a driver's license as proof of identity, who being first duly sworn deposes and says that the information provided in the above and foregoing document is true to the best of his knowledge, information and belief.

Signed, this 21st day of December, 2012.

A. Garland Culbreath
NOTARY PUBLIC
My Commission Expires: Expires 12/11/2013

EXECUTED at Escambia County, Fla, on the 18th day of Dec, 2012.

Witness: Vince Cunniff
(Signature)
VINCENT CUNNIFF, JR
(Print)

Witness: Jennifer S. Barnard
(Signature)
Jennifer S. Barnard
(Print)

The Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Inc., a Florida Corporation

By: Phillip Duncan
Phillip Duncan
Its: President and Bishop

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally came and appeared PHILLIP DUNCAN, President of The Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Inc., a Florida Corporation, ☐ personally known to me or ☐ who produced a driver's license as proof of identity, who being first duly sworn deposes and says that the information provided in the above and foregoing document is true to the best of his knowledge, information and belief.

Signed, this 18th day of Dec, 2012.

 OFFICIAL NOTARY SEAL
MARY R. POSS
COMMISSION NUMBER
DD 883767
expires April 26, 2013

Mary R. Poss
NOTARY PUBLIC
My Commission Expires:

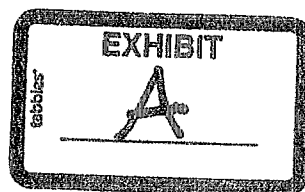


Google earth

feet 200
meters 80



PARKING AREA INDICATED BY ////



SHARED PARKING AGREEMENT

THIS SHARED PARKING AGREEMENT is entered into this 28th day of Sept., 2016, to become effective on the 1st day of _____, 2016, between Claude F. Perry, Sr., whose address is 732 Harbor Boulevard, Destin, Florida, 32541, his heirs and assigns. hereinafter referred to as "Perry" and The Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Inc., c/o St. Andrews By The Sea Episcopal Church, 307 Harbor Drive, Destin, Florida 32541-2383, its heirs and assigns. hereinafter referred to as "the Diocese."

WHEREAS, Perry is the owner of the property identified as the "Marler Property" on Exhibit "B" hereto, including four (4) buildings identified on said Exhibit "B" ("the Buildings"), in Destin that Perry leases out, or intends to lease out, to various tenants on a mid to long term basis after remodeling and improving the same pursuant to Development Orders issued by the City of Destin ("the Buildings"), and

WHEREAS, the City of Destin Land Development Code may require that Perry have available more parking spaces for the Buildings as approved than the amount of parking available on the Marler Property, and

WHEREAS, to satisfy the need for additional parking, Perry is acquiring additional parking located on the Diocese's property which is in close proximity to the Marler Property.

WHEREAS, the parties are entering into this Shared Parking Agreement pursuant to the City of Destin's Land Development Code Section 8.06.12 D 2.

NOW, THEREFORE, for valuable consideration, the amount of which is set forth in a separate agreement executed by the parties of even date herewith, paid and to be paid by Perry as directed by the Diocese, the Parties agree as follows:

1. The parties have entered into this land lease in which Perry is leasing the property as shown in Exhibit "A" hereto from the Diocese, which property includes a parking lot for use by Perry. The parties recognize that Perry is the owner of Marler Property in Destin, Florida, and the Buildings located thereon, and the parties agree at least 20 parking spaces on the premises will be available to Perry at all times excluding Sundays till after 2:00 p.m. Central Standard Time and during scheduled and unscheduled church services of St. Andrews By the Sea Episcopal Church and also during the Saturday and Sunday of the Destin Seafood Festival.
2. This Shared Parking Agreement shall be recorded in the public record of Okaloosa County, Florida.
3. This Shared Parking Agreement shall continue in full force and effect until such time as any of the following terminating events occurs: (a) this Agreement is terminated by either party in their sole discretion at any time and for any reason or is otherwise rendered ineffective, (b) Perry obtains approval from the City of Destin for additional on-site parking at the Marler Property that will satisfy the requirements of the City of Destin Land Development Code, (c) Perry is no longer required to provide such parking due to amendment of the City's code requirements relating to parking, (d), Perry has secured additional shared parking by either purchase or lease from another or an additional land owner, (e) Perry ceases the use for which the parking is required or (f) the property subject to the Agreement is sold or transferred to a new owner, unless the terms of the sale or transfer provide otherwise.
4. This Shared Parking Agreement shall constitute a covenant running with the land until such time as this Agreement is lawfully terminated upon the occurrence of a terminating event, and shall be binding upon all successors in title.
5. A detailed site plan containing the property boundary lines with adjacent right of ways, the parking area and number of parking spaces that will be provided to Perry along with adjacent improvements, sidewalks, landscaping areas and drainage swales is attached hereto as Exhibit "A."
6. Except as provided herein above, the parking spaces that are the subject of the Shared Parking Agreement shall be for the exclusive use of, Perry, and its employees, lessees, tenants, guests, customers, and business invitees at the Marler Property, which shall include the employees, customers, guests, and business invitees of any of Perry's tenants.
7. The parties understand and acknowledge that, during the time this Agreement is in effect, it is a violation of the City of Destin Land Development Code to cause or permit said parking area and the required parking spaces to become unavailable to Perry in its operation of the Marler Property. Such violation may result in the revocation or suspension of any development order or approval issued in reliance upon this agreement, and may result in code enforcement action.

8. The parties hereby agree that the Diocese is solely responsible for maintenance of the area subject to this Shared Parking Agreement, said area being shown in Exhibit "A" attached hereto.

9. This Agreement may be amended only in a manner that is consistent with the requirements of the City of Destin Land Development Code and any such amendment is not effective until approved in writing by the City of Destin.

10. Notice. For purposes of giving notice pursuant to Section 3(a), sixty (60) days written notice shall be required and such notice shall be deemed given when placed in the U.S. Mail with proper postage affixed and also sent certified mail return receipt requested, to the address listed for the party to whom notice is being given in this Agreement. Thereafter on the sixty-first (61) day from the date of the notice, this Agreement shall be terminated, the City of Destin shall also be given a copy of said notice at the time it is mailed to the other party. Parties may change the address to which notice is to be provided under this section by providing the other party with the new address provided such change of address is given in writing (U.S. Mail and certified mail) and references this Agreement and this Paragraph 11.

11. Insurance. Insurance shall be maintained as follows: (a) Perry, at Perry's own cost and expense, shall keep the parking area insured against loss or damage by fire or other casualty in the parking area caused by Perry, and its employees, lessees, tenants, guests, customers and business invitees at the Marler Property, which shall include the employees, customers, guests and business invitees of any of Perry's tenants at the Marler property, in the name of Perry; (b) at Perry's own cost and expense, shall provide and keep in force a comprehensive General Public Liability Insurance policy with an insurance company satisfactory to the Diocese and in standard form with minimum limits of liability in an amount of \$1,500,000.00 with respect to any one occurrence and \$200,000.00 with respect to damage of property. The required Comprehensive General Public Liability insurance policy to be obtained by Perry shall include the parking area as designated in Exhibit "A" and ingress and egress areas over which Perry has an easement for the benefit of Perry's employees, guests and invitees, St. Andrews and the Diocese shall also be named as additional insureds on the above policy.

13. Indemnity. Perry agrees to indemnify, defend and hold harmless the Diocese and St. Andrew's By the Sea Episcopal Church from and against any and all claims, demands, fines, lawsuits, actions, proceedings, orders, decrees, and judgment of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees resulting from or in connection with loss of, from, or on account of any occurrence in, on, at or from the parking area or occasioned wholly or in part through Perry's use and occupancy of the parking area or any improvements thereon or appurtenances thereto, or by any act or omission of Perry or any of its employees, or any sublessee, concessionaire, trustees, guest or licensee of Perry.

EXECUTED at Okaloosa County, Florida, on the 28th day of Sept., 2016.

Witness:

(Signature)

Maria Saldinar Smith

(Print)

Witness:

(Signature)

Emerald Mitchell

(Print)

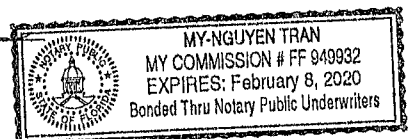
Claude F Perry, Sr. (SEAL)

STATE OF FLORIDA
COUNTY OF OKALOOSA

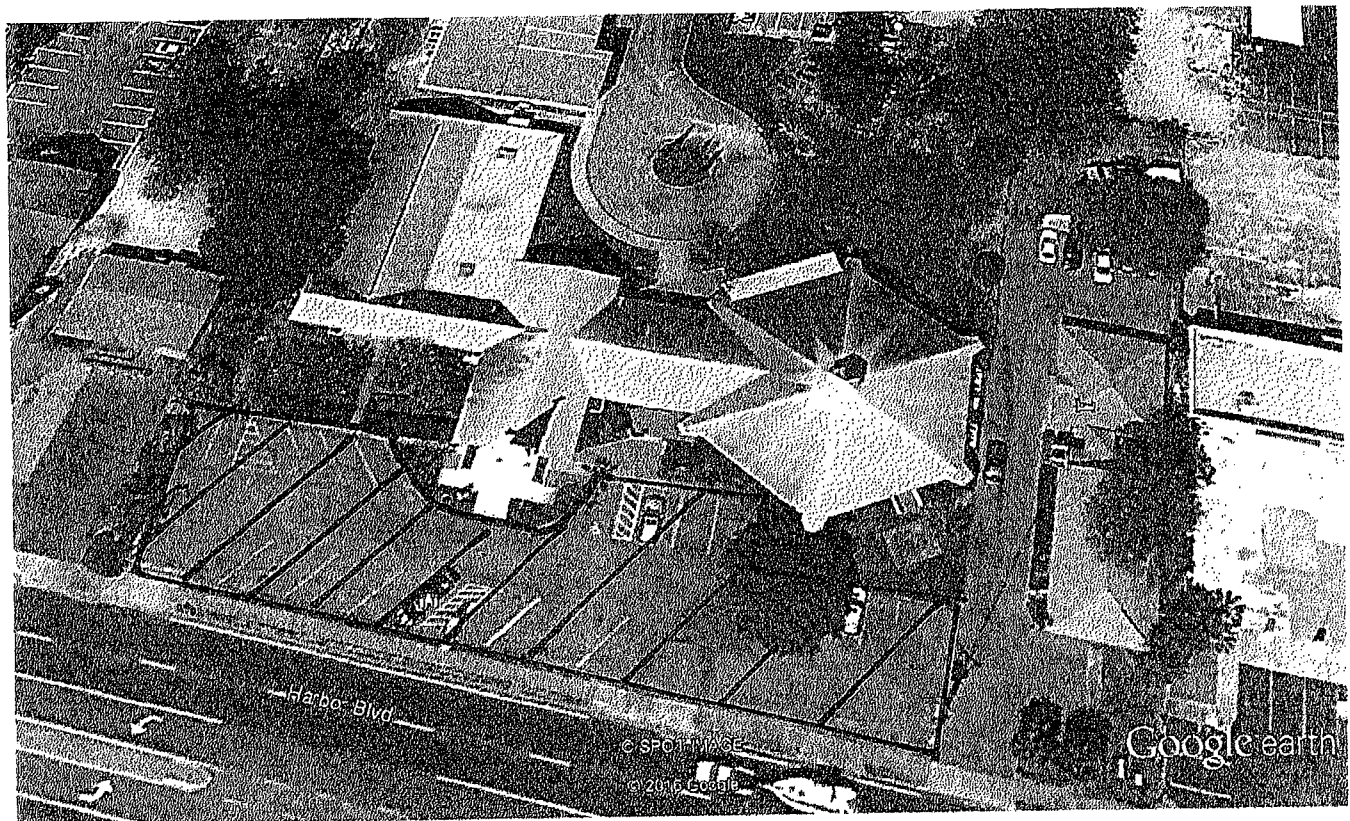
BEFORE ME, the undersigned authority, this day personally came and appeared CLAUDE F PERRY, SR. () who is personally known to me or () who produced Florida Drivers License # PL00-10637-2140 proof of identity, who first being duly sworn, deposes and says that the information provided in the above and foregoing document is true to the best of his knowledge, information and belief.

Signed this 28 day of SEPT, 2016

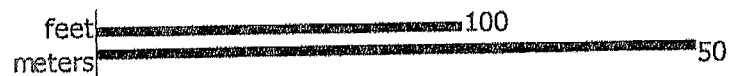
NOTARY PUBLIC
My Commission Expires:



EXECUTED at Escambia County, Florida, on the _____ day of _____, 2016.

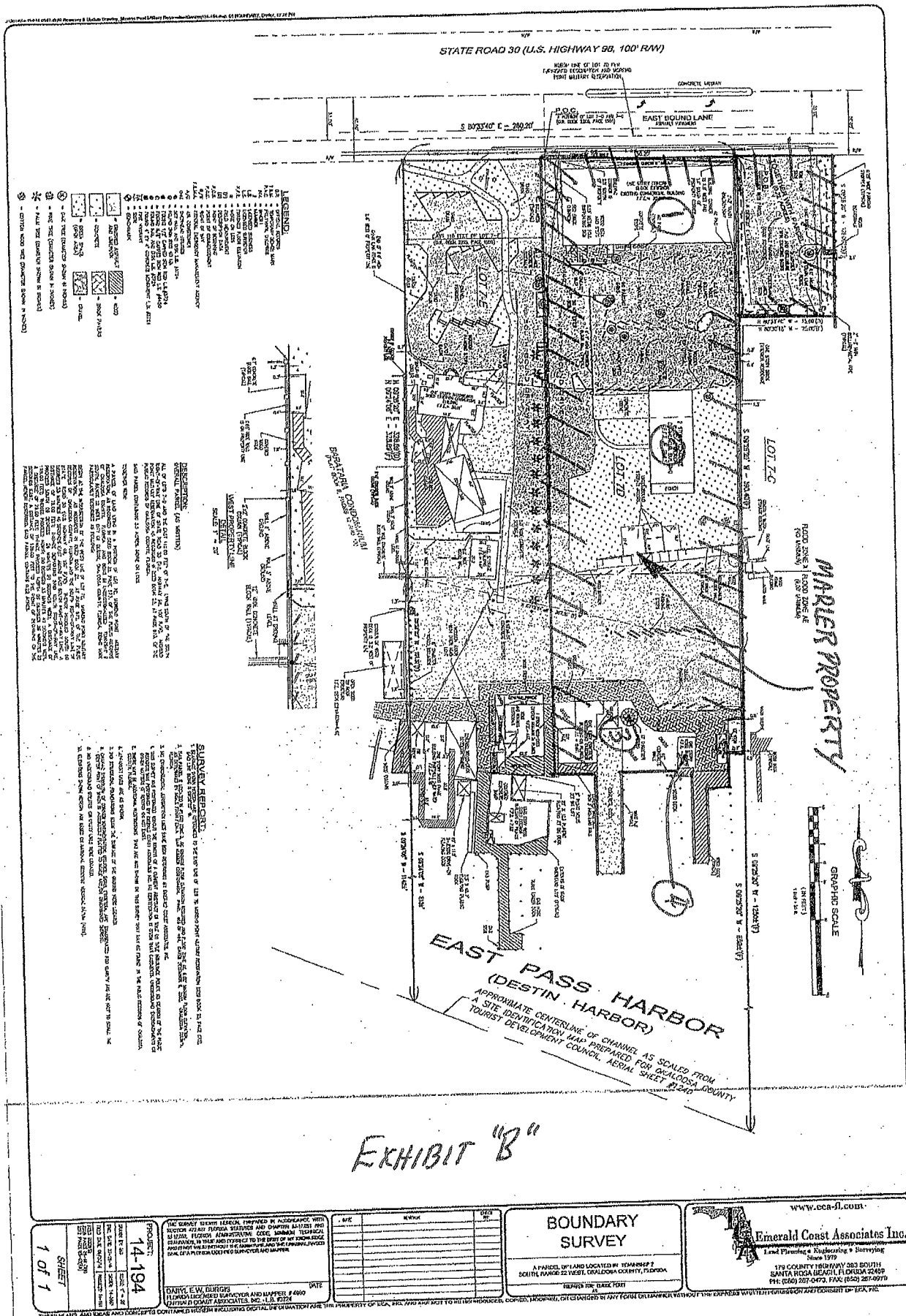


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PARKING AREA INDICATED BY //





EXECUTED at _____ County, Florida, on the _____ day of _____ 2016.

The Protestant Episcopal Church in
The Diocese of the Central Gulf Coast
Inc., a Florida Corporation

Witness _____

(Signature)

(Print)

J. Russell Kendrick

Its: President/Bishop

Witness _____

(Signature)

(Print)

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority, this day personally came and appeared J. Russell Kendrick, President of the The Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Inc., a Florida Corporation, personally known to me or who produced a driver's license as proof of identity, who being first duly sworn deposes and says that the information provided in the above and forgoing document is true to the best of his knowledge, information and belief.

Signed, this _____ day of _____ 2016.

NOTARY PUBLIC

My Commission Expires: