

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 2, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

**INAUGURATION OF INCOMING CITY COUNCIL MEMBER JIM BAGBY - JUDGE PATT
MANEY TO ADMINISTER THE OATH**

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 July 19, 2021 Regular City Council Meeting
- B. Approval of minutes of June 7, 2021 Regular City Council Meeting

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

**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. Building Fund
- B. 1st Quarter Financial/Investment Report
- C. Post Certificate of Occupancy Building Inspections
- D. Cross Town Connector Update
- E. FY22 Health Insurance Renewal/Upgrade
- F. Business Performance Consulting Services
- G. Appointment of representative to the Tourist Development Council (TDC)
- H. Announcements

5. PUBLIC HEARINGS

6. *CONSENT AGENDA (No public comments)

- A. Repairs and Maintenance of Boardwalk

- B. Expenses incurred by Councilmember Ramswell while attending the Florida League of Cities legislative policy committee meeting from July 15 - 16, 2021 in Orlando, Florida
- C. Milling & Resurfacing of the Community Center and Sheriff's Substation Parking Lots
- D. Stormwater System Repairs on Airport Road (2) and Legion Drive (1). Repair of asphalt, curb/gutter and sidewalk on Legion Drive
- E. Draft minutes of volunteer committee/board meetings

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

- A. Councilmember Braden
- B. Councilmember Ramswell
 - 1) Old Pier Piling Issue
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
 - 1) Traffic stoppage at Whataburger, Krispy Kreme and Chick-fil-A
 - 2) Goals/Objectives
- 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 necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

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
JULY 19, 2021
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 Dewey Destin
Councilmember Terésa Hebert
Councilmember Rodney Braden

Councilmember Schmidt
Councilmember Johnny King
Councilmember Prebble Ramswell
Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Code Compliance Manager Joey Forgione
HR Manager Nichole De Vito
Comm. Dev. Director Louis Zunguze
Parks/Recreation Director Lisa Firth
Finance Director Krystal Strickland
Grants/Project Manager Jeffrey Cozadd
Land Use Attorney Kimberly Kopp (Virtual)

Deputy City Manager Webb Warren
Public Information Manager Catherine Card
Public Services Director Michael Burgess
Deputy Public Services Director John Hart
Principal Planner Steve O'Connor
Building Official Noelle Bell
City Engineer Donald Smith
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

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

1. APPROVAL OF MINUTES

A. Approval of minutes of July 12, 2021 Budget Workshop

Councilmember Hebert moved for approval of minutes of July 12, 2021 Budget Workshop; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

B. Approval of minutes of June 21, 2021 Regular City Council Meeting

Councilmember Schmidt moved for approval of minutes of June 21, 2021 Regular City Council Meeting, seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Introduction of Captain Matt Abbott - Replacement for Major Mike Howell as District 3 Commander and City of Destin Liaison - Major Mike Howell, Okaloosa County Sheriff's Office

Major Mike Howell introduced Capt. Matt Abbott, the new District 3 Commander and City of Destin Liaison.

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

Mr. Shane Moody, President and CEO of the Destin Chamber of Commerce, expressed the Chamber's position regarding the Tourist Development District (TDD) proposed expansion. He stated that the Chamber support the proposed expansion from the global perspective. They feel the concept of expanding the district is a good idea and understand the business and the opportunity behind the decision. They believe that conceptually, the county and TDC are headed in the right direction. They have also reviewed the proposed county ordinance and believe that that it contains much of what the Chamber wanted and what Destin wanted as a city. They also believe there are still questions that still need to be answered such as how to determine the 4 percent and 5 percent differences in the north and south county. He also pointed out that the ordinance contains a wrong description of Destin. It states that it is from Santa Rosa Bridge to Mid-Bay Bridge Road, leaving out Crystal Beach. They also understand the City's complaint about being excluded from the meeting when the county discussed the expansion with other municipalities. They believe the City of Destin should have been included in that discussion. He also stated that the TDC has taken good care of Destin over the years providing funding to many of its project and other needed services. He added that many people have worked very hard over the years to improve the relationship between the city and county, and that Destin is the brand they are pushing, and they do not want to lose it.

Mr. Jim Bagby, a Destin resident, stated that he is taking the opposite position with regards to the proposed TDD expansion. He has reviewed the revised county ordinance and does not believe it fully addresses the city's concerns. The fact that they do not even know the correct definition of Destin by leaving out Crystal Beach, where he lives, is a testament to that. He also noted that whatever the county puts in that ordinance, the county alone can amend that

ordinance at any time. He urged the council to follow staff's recommendation in items 4A and 4B of tonight's meeting agenda and move forward with the alternative dispute process in challenging the proposed expansion.

Mr. Bagby also expressed his appreciation to city staff's recommendation to implement an all-way stop sign at the intersection of Regatta Bay Road (Dolphin Street) and Woodwind/Windstar Drives. He stated that Dolphin Street is a raceway similar to several other streets throughout the city. The speed humps do not work. They need speed tables. They also need a 3-way stop sign at John Avenue in Crystal Beach. He urged the council to continue to improve the safety particularly in this area of town; adding that contrary to what a lot of people believe, Crystal Beach is not just a bunch of rental houses; there are also a lot of residential houses.

Okaloosa County Commissioner Mel Ponder noted that the revised county ordinance regarding the TDD expansion has been provided to the city. He urged the council to thoroughly review the document and decide what is best for the city and inform the county the direction with which they want to move forward. He also stated he is willing to work with the city the best way possible.

4. CITY MANAGER REPORTS

- A. Consideration of a Joint Resolution Between Okaloosa County Municipalities to Address the TDC Expansion Concerns.

Councilmember Hebert moved to adopt Joint Resolution 21-01, seconded by Councilmember Schmidt._____

The City Attorney explained that Fort Walton Beach's City Manager distributed the Joint Resolution to all city managers of municipalities located within Okaloosa County. This Joint Resolution requests the Board of County Commissioners to: (1) Implement the Local Collection Method so that it has the means to determine how much of this tax is being collected in various portions of the County; and (2) Postpone the mail-in only referendum election currently scheduled for October 5, 2021 for at least 60 days, allowing the county staff and attorneys to work with the municipalities' staffs and attorneys on this matter. The City Council is the first governing body to consider adoption of this Joint Resolution; however, it is anticipated that other municipalities in Okaloosa County will also consider its adoption at future regular or special meetings.

Motion passed 6-1 (Council members Schmidt, King, Hebert, Morgan, Destin, and Ramswell voted "yes." Councilmember Braden voted "no").

- B. Consideration of resolution for the option of commencement of local government alternative dispute process under Chapter 164, Florida Statutes

Councilmember Schmidt moved to adopt Resolution 21-08; seconded by Councilmember Hebert.

The City's special counsel Jeffrey Burns explained that Resolution 21-08 accomplishes the direction set forth by the Council. Specifically, per section 164.0152, Florida Statutes, the Resolution initiates conflict resolution procedures with Okaloosa County as provided by Chapter 164, Florida Statutes. The Resolution specifies that the City's conflict with the County is two-fold: (1) there is a conflict over whether the City's electorate has the legal ability to vote in the currently scheduled October 5, 2021, referendum election, which will ask the citizens located outside the Tourist Development Sub-taxing District whether it wishes to expand the taxing district countywide; and (2) it specifies that the City opposes the form, manner, and method by which Okaloosa County proposes to expand the taxing district because it puts the current taxing district at risk of being "reset" to a lower tax rate. If the Council elects to pass this Resolution, then a series of legally required steps will take place unless the Council elects to discontinue the process. He would also ask the council to appoint two designees as formal council representative for the first public meeting with the county, which has to occur within 30 days after the county is served with the resolution; however, all members of the council can attend that meeting.

Councilmember Destin stated there may be some issues associated with the mail-in only referendum election currently scheduled for October 5, 2021. According to the national news lately, the Republicans believe a mail-in only ballot is subject to a lot of problems. He believes fundamentally that it is strategically being done in an effort to make sure this initiative passes.

Councilmember Ramswell noted that upon learning about the County's June 28th meeting with other municipalities regarding the proposed TDD expansion from Attorney Burns' memo, she filed a public records request with the county for a copy of the meeting minutes, handwritten notes, audio, video, or anything that has to do with that meeting. So far, she has received a copy of the map and power point presentation that was shown at the BOCC meeting a week prior, and some accompanying information from the ordinance. There was nothing related to the meeting itself which was disconcerting to her. She hopes to find out soon the real reason the city was not invited to that meeting and what exactly was discussed at the meeting.

Councilmember Ramswell noted there are language throughout the ordinance that is quite unclear, specifically with the table; adding that there are multiple different interpretation of that table. She asked how they could obtain clarity.

Mr. Burns stated that he and the City Attorney will meet with the County Attorney and will do their best to obtain an answer to that question.

The mayor called for a vote on the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted "yes").

After a brief discussion, the council reached a consensus to designate Council members Ramswell and Schmidt as the formal council representatives for the first public meeting with Okaloosa Board of County Commissioners.

C. Adoption of 2021-2022 Strategic Plan

The City Manager stated that the draft of the strategic plan has been presented to the council during the last two budget workshop. Adoption of the final plan will provide direction for both long and short-term decision-making by the council and staff which will help fulfill their mission.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve the Strategic Plan and Strategic Goal Poster as presented passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

D. Establishing the FY2022 Tentative Millage Rate and Budget Public Hearing Dates

Finance Director Krystal Strickland explained that the purpose of this agenda item is to adopt the millage rate and to confirm the date for the first public hearing. Both of these items have to be presented and certified to the Okaloosa County Tax Collector before August 4, 2021, so they could get the date and the tentative millage rate on the TRIM notices they send to all residents. She also explained they are not increasing the millage rate, but it constitutes an increase in taxes. The roll back rate will be 1.5566 mills, and what they are proposing for ad valorem at 1.6150 mills is a 3.75 percent tax increase. The city is not increasing the millage rate. The increase in taxes is based on the property value increase. The result would be an additional \$608,788 the city will be able to adopt in its budget and spend accordingly during Fiscal Year 2022.

Councilmember Hebert moved to set the tentative millage rate for ad valorem taxes at 1.6150 mills which is more than the roll-back rate of 1.5566 mills and confirm the dates and times of the public hearings for the FY 2022 Budget on September 9, 2021 at 5:30 PM and September 20, 2021 at 6:00 PM. Councilmember King provided a second to the motion. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

E. Capital Project Status

The Finance Director provided a summary of the current capital improvement projects, with status and year-to-date expenditures and encumbrances.

F. Operations Financial Report

The Finance Director presented the year-to-date budget versus actuals for the General Fund and the Harbor and Town Center CRAs.

G. Low Speed Vehicles

According to the City Manager, on May 3, 2021, City Council passed a motion to table the proposed ordinance on low-speed vehicles indefinitely. At the June 21, 2021, meeting, another motion was passed to bring this item back to council. Currently, both the city and county are abiding by the current state statutes which regulate low speed vehicles.

Councilmember Braden moved to advertise proposed ordinance on low-speed vehicles and bring it back to council for first reading; seconded by Councilmember Ramswell.

Councilmember Ramswell asked whether low speed vehicles are currently allowed on Airport Road.

The City Manager stated that low speed vehicles are currently allowed on Airport Road.

Councilmember Hebert noted that by State Statutes, low speed vehicles are not allowed on US Hwy 98.

Councilmember Schmidt stated that if the city adopts an ordinance making it more restrictive for low-speed vehicles, it will create jurisdictional issues and more confusion with the unincorporated Destin and other areas surrounding the city which follow State Statutes. He recommends they continue to follow the State Statutes.

Councilmember Braden noted that the Sheriff's Office has expressed concern over low-speed vehicles operating on Airport Road, which is a very dangerous road even for cars.

Councilmember Morgan stated that Airport Road is not safe for low-speed vehicles and a more restrictive policy towards low-speed vehicles would be the best course of action.

According to Councilmember Destin, a better solution is to lower the speed on Airport Road to 25 mph and place some raised pedestrian walkways or speed bumps on that road. He also stated that prohibiting low speed vehicles on streets in Destin may well violate the multi-modal element of their comprehensive plan because by definition, low speed vehicles are not automobiles.

Councilmember Schmidt asked if the motion passes and they bring back the proposed ordinance, whether it will be amended before it goes back to the Local Planning Agency.

The City Attorney noted that the Local Planning Agency has already reviewed and approved the proposed ordinance. The ordinance that was previously tabled would go back before the council.

Motion passed 5-2 (Council members King, Hebert, Morgan, Ramswell, and Braden voted "yes." Councilmember Schmidt and Destin voted "no").

H. Regulations relating to electric bicycles

The City Attorney noted that State Statutes Chapter 316 controls the regulation of electric bicycles, and electric bicycles are treated the same as traditional bicycles. However, a local government may exercise the discretion afforded to it by State Statutes to adopt an ordinance governing the operation of the electric bicycle on streets, highways, sidewalks, and sidewalk areas under the local government jurisdiction.

There were no further discussions related to this item.

I. Update on Proposed Building Integrity Reports Post Certificate of Occupancy

The city's building official Noell Bell explained that extensive research for potential processes for periodic follow-up inspections of properties after the Certificate of Occupancy has been issued is currently ongoing. Staff will compile all information and provide council a proposed ordinance recommendation at the August 2, 2021 City Council meeting.

J. Council Approval of All Way Stop Signs at Regatta Bay Road (Dolphin St) and Woodward/Windstar Drive.

According to the City Engineer Donald Smith, the City has received concerns from local residents about the safety for vehicle, pedestrian and cyclist traffic at the intersection of Regatta Bay Road (Dolphin Street) and Woodward/Windstar Drive. The intersection of Regatta Bay Road (Dolphin Street) and Woodward/Windstar Drive is in the Crystal Beach Planning Area. The Crystal Beach Planning Area is primarily residential in this area and vehicle, pedestrian and cyclist traffic are present. Regatta Bay is identified as a minor collector street that connects neighborhoods to Scenic 98 and US Highway 98. The intersection is the only one of its kind in Destin. The roadway (surface) has a colored, textured surface that mimics a brick roadway. The character and design of the intersection encourages drivers to stop before proceeding through the intersection, even though it is not an all way stop as observed by staff on multiple occasions. Currently, only the side streets must stop. The unique character and design of the intersection creates confusion for drivers, pedestrians, and cyclist.

Councilmember Hebert moved to direct the City Manager to implement an all-way stop sign at the intersection of Regatta Bay Road (Dolphin Street) and Woodward / Windstarr Drives; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted "yes").

Councilmember Schmidt recommends they also consider implementing an all-way stop sign on other areas on Crystal Beach which Mr. Bagby spoke about earlier in the meeting.

K. Council approval of Cross-Town Connector Multimodal Options

Councilmember Destin moved to direct the City Manager to implement Option No. 1 and to bring forth a contract amendment to amend Atkins contract scope and fee not to exceed the option selected. Councilmember King provided a second to the motion.

Councilmember Ramswell stated she would prefer Option No. 2 but would listen to reasons why Option No. 1 is better.

Councilmember Destin noted that Option No. 1 would have a smaller footprint for the right-of-way.

Councilmember Hebert stated that the smaller trees and shrubs would be a lot easier to manage than the larger trees.

Councilmember Ramswell stated she was thinking more of having beautiful Oak Trees overhanging the road on either side.

Councilmember Schmidt stated that Option No. 1 seems to give more width on the planting strip to have a full canopy on the side and the middle.

Motion passed 6-1 (Council members Schmidt, King, Hebert, Morgan, Destin, and Braden voted “yes”; Councilmember Ramswell voted “no”).

L. Announcements:

1. Special Election for vacant Destin City Council seat will be held on Tuesday July 20th, 2021 from 7am to 7pm.
2. Budget workshop #3 tentatively scheduled on August 9th, 2021 at 5:30 pm in the Council Chambers.
3. COMPASS can be accessed from the City's website if you would like to research the current status of new items in the system.

The Deputy City Manager provided a brief demonstration on launching the COMPASS system and conducting a search on the city's website.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. Authorization to pay Jeff Burns, Burns Legal Solutions, PLLC
- B. Agreement with Destin High School granting permission for use of the City Hall Annex as their Emergency Shelter
- C. EPA Trash Free Waters Grant for Okaloosa County

Councilmember Ramswell requested that Consent Agenda 6B be pulled and voted upon separately.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 6A and 6C, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

Councilmember Hebert moved for approval of Consent Agenda item 6B, as printed above, seconded by Councilmember Morgan.

Councilmember Ramswell announced she will abstain from voting as she is the Chairman of the Board for the Destin High School.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Morgan, Destin, and Braden voted “yes”; Councilmember Ramswell abstained from voting).

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

A. Councilmember Braden

B. Councilmember Ramswell

1) Voting delegate at the Florida League of Cities Annual Conference

Councilmember Hebert moved to designate Councilmember Ramswell as the voting delegate to the Florida League of Cities Annual Conference in August 2021; seconded by Councilmember Morgan. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

2) Destin High School path right-of-way

According to Mr. Zunguze, Councilmember Ramswell requested that they look at potential opportunities that students at the Destin High School that live in Indian Bayou Subdivision to walk to school. They have looked at various options which Councilmember Ramswell took to the school board. They chose one route, and they are currently researching how best to get that accomplished. There are some easements that would need to be acquired, and so it will be a combine effort between the city and county. Staff will come back to council with specific course of action.

3) Dress Up Destin community arts projects

Councilmember Ramswell noted that she and Mr. Zunguze have been working on this project. They have been receiving different ideas from different individuals. They have a commitment from Home Depot to provide supplies. They are also looking at ways to move this initiative forward and who will manage it.

Councilmember Schmidt stated that while he was out of town, passengers on his vehicle spotted a beautifully decorated utility box in a street corner. It was not painted. It was wrapped with some kind of material or sticker. It may be something worth considering once they are prepared to move forward with this initiative.

Councilmember King noted that a couple of individuals have expressed concern that if they give people free range to paint utility boxes, how they can make sure there will be no vulgarities or something that is in bad taste.

Councilmember Ramswell stated that one of the things they have been discussing are the parameters. They would probably have people submit the original design of what they intend to paint.

C. Councilmember Destin

Councilmember Destin moved to ask the City Manager to place a slightly raised, Crystal Beach-style pedestrian walkway, on the corner of Zerbe Street to Calhoun Avenue, and across toward the Capt. Leonard Destin Park; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

D. Councilmember Morgan

Councilmember Morgan expressed his gratitude to the council for appointing him as interim member and allowing him to attend a few meetings and serve the community. He is proud of what this council has already accomplished and that he wish the winner of the special election good luck.

E. Councilmember Hebert

Councilmember Hebert noted that as the council representative to the TDC, she received an email from the Okaloosa County Inspector General that is currently conducting a routine audit of the Okaloosa County Tourist Development Department (TDD). They are reviewing the Tourist Development Council’s role in relation to the TDD. They asked the following questions:

- *As member of the TDD, do you feel the council has the appropriate level of oversight over the TDD?*
- *Are you aware of any issues or do you have any concerns related to TDD’s operations or use of financial resources?*

Councilmember Hebert stated that she wrote back and told the inspector general that she would like to discuss this matter with the other members of the city council and attorneys and get their thoughts on this matter before she replies to these questions.

The mayor opined that the questions are geared more towards the TDD and the TDC and not the county commissioners and city council. They want to hear their perspective on how they feel the TDC is handling its processes and expenditures of the funds.

According to the Land Use Attorney, she agreed with the mayor with respect to Councilmember Hebert’s position with the committee; however, she could also ask the members of this council to offer their opinions.

Councilmember Destin stated he is disappointed in the manner the county operates. It is quite apparent in their reaction that the TDC was not in the loop in the proposed TDD expansion.

They seemed to be as surprise as the city when this initiative was presented to them, which tend to make everyone think they are not having too much of a supervisory role.

The mayor reiterated that Councilmember Hebert should feel free to share her experience and provide her personal opinion as the council representative to the TDC.

- F. Councilmember King
- G. Councilmember Schmidt

Councilmember Schmidt noted that a company that looks at budgets and expenses and provides cost saving options recently met with the City Manager and Finance Director. He asked the City Manager to share any information and advice they received from the company at the next council meeting.

The City Manager will provide a summary and seek further direction at that time.

Councilmember Schmidt asked staff to get an update on the contract negotiations between Timberview Helicopters and Okaloosa County and if and when a meeting has been held between the two parties.

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

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:04 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 7, 2021
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 Chatham Morgan
Councilmember Terésa Hebert
Councilmember Rodney Braden

Councilmember Dewey Destin
Councilmember Johnny King
Councilmember Prebble Ramswell
Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson
Deputy City Clerk Kim Montgomery
Code Compliance Manager Joey Forgione
Comm. Dev. Director Louis Zunguze
Parks/Recreation Director Lisa Firth
Grants/Project Manager Jeffrey
City Land Use Attorney Kimberly Kopp

Deputy City Manager Webb Warren
Public Information Manager Catherine Card
Public Services Director Michael Burgess
HR Manager Nichole DeVito
IT Specialist James Lauria
Finance Director Krystal Strickland
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 pm. Pastor Steve Farris of First Baptist Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

RECONFIRM APPOINTMENT OF INTERIM CITY COUNCIL MEMBER FOR THE CITY OF DESTIN

Councilmember Hebert moved to reconfirm appointment of Chatham Morgan as Interim City Council member for the City of Destin; seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Ramswell, and Braden voted “yes”).

INAUGURATION OF INTERIM CITY COUNCIL MEMBER FOR THE CITY OF DESTIN

The City Attorney sworn in Interim City Councilmember Chatham Morgan.

AGENDA APPROVAL

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

1. APPROVAL OF MINUTES

A. Approval of minutes of May 3, 2021 Regular City Council Meeting

Motion by Councilmember Braden, seconded by Councilmember Ramswell, to approve minutes of May 3, 2021 Regular City Council Meeting passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

B. Approval of minutes of April 19, 2021 Regular City Council Meeting

Councilmember Braden moved to approve minutes of April 19, 2021 Regular City Council Meeting; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

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

A. Proclamation - Code Enforcement Officers Appreciation Week

The mayor read the Proclamation declaring June 7 – 11 as Code Enforcement Officers Appreciation Week, and then presented it to the Code Compliance Manager Joey Forgione.

B. Tourist Development Department Update - Jennifer Adams

Okaloosa County Tourist Development Department (TDD) Director Jennifer Adams discussed some of the initiatives they plan to implement this summer. She stated there are 3 main problems - mobility, accessibility to the water, and lack of southern hospitality – which have been identified, and that they have been working very hard on addressing them.

Their first initiative involves an attempt to change the behavior of their visitors that come from Atlanta as they get more people from the Atlanta market than from any of the other markets. They come more frequently but spend less. They have determined through research that Atlanta visitors are spending about \$182 on a weekly basis, which is very low as compared to visitors from Dallas that spend about \$260 on average. They want to change the perception of the biggest group they have to get them to spend more. They will try to connect with them through social media, through robust programs with Cox, and send them messages while they are here to get them to move around and to let them know there are other things they and their children can do besides staying on the beach.

They are going to show them some southern hospitality and be nice to them. One of the things they plan to do is give out popsicles in the Crystal Beach area. Popsicle sticks will have prizes written in them such as free tickets to different adventures in the community at no charge. They plan to have golf carts at Crystal Beach that can assist them in hauling their belongings to the beach. They will show how to get to different waterways and move around in the community.

Another initiative called Destination Stewardship is all about making experience better, not only for visitors but also for Destin residents and other people that work in Destin. She stated she is allowed to spend TDD tax dollars in market and has worked very hard with legal counsel and county administration to make sure this is appropriate uses of funds, and that they are following all the rules. They will work with local experts and pay them to conduct promotional classes. They are going to hire and train local scouts and place them in strategic locations on the beach so they could converse with visitors and residents along the beach telling them about the different programs that are available.

Also, according to Ms. Adams, they have come up with a concept called “The Little Red Shed”; which is a place where people could gather and obtain information. It will also be a place where mothers can hang out while the kids are playing in the water throwing a cast net. They are called “Outposts.” She stated that they held a meeting with the Deputy City Manager and other members of city staff about putting the first outpost down at the Crystal Shores property that was recently cleared. They feel it is a perfect location with high visibility. This outpost will be in compliance with city code as well as turtle nesting policy. The size will be approximately 10x16. This and other pilot programs they plan to implement this summer will serve as a learning curve, and they hope to improve and do more for the following season.

Councilmember Ramswell asked how they plan to work the shift from having a large number of visitors that spend less to perhaps having fewer visitors to spend more.

According to Ms. Adams, they are currently looking at rates as the current average daily rate is just phenomenal. There are properties on Okaloosa Island that are charging over \$600 per night. They track people in the market and know where they go as soon as they come over the county line through their mobile devices and other social and digital media platforms. They use this data to communicate with them, send them notifications, and guide them to activities where they could spend more money. They know that a lot of Atlanta visitors stay in Crystal Beach, which is why they are doing takeovers in places like Destin Commons. They also could follow some of their viewing patterns, track them and try to influence their behavior.

Councilmember Ramswell asked how they plan to select the local experts and instructors for different activities and handle those people who feel they have a business that they would like to be considered.

According to Ms. Adams, they are working closely with their task force along with city and county staffs. They plan to stay local and have a long list of people that have been recommended for the different jobs.

Councilmember Destin asked if they market to a family income, and if so, what is the target income.

Ms. Adams stated that their target market are the older millennial moms and their families, with annual household incomes between \$150,000 to \$175,000. They place a lot of importance on their family and their children's future. They are willing to spend more money because for them it is not just about the expenditures, but what they could give their children in terms of experience and memories.

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

Ms. Maya Shulders, a livery operator, stated that the city's livery application process has not been easy. She has been waiting for code enforcement staff to clarify the equipment swap policy, but it has not happened. The ability to swap out equipment has been one of the biggest concerns by livery operators. She stated that when she submitted her application the week of April 19th, which was before the deadline date of April 30th, she placed a handwritten statement on the application that the city was aware that they could swap out equipment as needed for maintenance purposes, which Councilmember Ramswell has recommended during discussions relating to this issue. When she submitted her application, code enforcement staff promised to work with her. She received an email on April 26th stating the application is moving forward in the process. However, she received another email on April 29th stating she would have to resign the signature page of the application because she has altered the document due to the handwritten note and it cannot be accepted as such. After sending an email to city staff, council, and attorneys explaining the situation, she received another email from staff on the night of April 30th, stating she has been granted an extension to May 31st, and that the signature page is fine, and processing of the application is moving forward. Then, on May 28th, which is a Memorial Day weekend, she received a deficiency letter from the city and was given until June 7th to rectify some problems with the application. She felt this was unreasonable because she was only given 4 business days to rectify problems with the site plan and getting their landlord to have the document notarized. The city had at least 30 days to process the application but waited until the last minute to notify her of the problems and given only a few days to fix them.

Ms. Shulders also reported seeing a security footage of an individual walking around her property at 12:30 AM on May 30th. She found out it was a code enforcement officer in plain clothes which she finds quite intimidating. A few hours later she received a citation for not having her equipment properly marked even though she was supposed to have been given an extension to May 31st to comply with all standards.

Councilmember Ramswell inquired as to the normal hours for code inspections.

Code Compliance Manager Joey Forgione explained they have officers on duty between 5:00 AM to 2:00 AM daily, and that inspections are conducted at random during those times. He also stated he came on as back-up to one of his officers and conducted an inspection during the morning in question. He forgot his uniform, but he wore his code enforcement badge, was accompanied by one of his officers in uniform, and they were in a marked unit. He introduced

himself and his officer to the employees that were on site, and they were perfectly fine with them being there. He added that they walked the docks and conducted a normal inspection.

The mayor noted they have had issues in the past with people swapping out equipment illegally. For this reason, he has previously suggested to Mr. Forgione to possibly conducting inspections early in the morning once or twice a week and taking inventory of vessels while they are still tied down in the docks to get an accurate count.

Councilmember Ramswell asked whether there is grace period given to this company while their application is under review.

According to Mr. Forgione, they were given extra 30 days on top of the 60 days the council had already authorized, and they have a period from November 2020 to Memorial Day this year to submit their application. He also noted they were not issued a monetary citation but simply a warning citation to let them know they needed to mark their vehicles as required by code.

Councilmember Schmidt stated they are aware that the current application process is not perfect, which is why city staff is continuing to provide grace periods and extensions and trying to work with people the best way possible. He also stated that a lot of the issues the previous speaker spoke of, as well as actions that need to be undertaken, have been under discussion since November of last year, and it is not fair to say they were only given 4 business days to take certain actions to comply with the code. He also stated that many livery companies have already been approved. They cannot put all the blames on city staff as there are some faults on both sides.

Councilmember Hebert noted that the warning citation that was issued gave the livery operator 14 days to mark their vessels. She also stated that the application process should not be as tedious next year when most of the information will already be in the system.

Mr. Greg Fisher, a livery operator, stated that he has consulted with other local municipalities and not one endorses code enforcement inspections being conducted in the middle of the night or early morning. He also stated that a representative from the Florida Association of Code Enforcement Officers told him they do not train code enforcement officers to conduct inspections during those hours. He added that it undermines the trust of the industry.

According to Councilmember Braden, not everyone in the industry abides by the rules, and this has been a problem over the years. Vessels are moved during the day, and so random inspections need to be conducted any time there is a code enforcement officer on duty.

The mayor stated that the city's code enforcement officers operate under the guise of the Destin City Council. He continued that people are always complaining about lack of code enforcement. Now they are complaining when code enforcement officers as just doing their job.

Councilmember Ramswell stated they should at least inform people that code enforcement officers could conduct an inspection anytime during the day or night. She also

stated she can understand the concern express by the previous speaker after seeing someone walking around her property very early in the morning as some people do not have the best intentions in mind.

Ms. Lucille Rogers, a Destin resident, noted that a coffee manufacturing plant located in Wildcat Plaza behind 36 Goldsby Way on Mountain Drive is in violation of their Business Tax Receipt (BTR). She stated that the original BTR lists the business under Commercial Trades & Services (CTS) for Office Management and Companies Enterprises, not as a coffee manufacturing plant. She also mentioned that she has been diagnosed with stage 4 cancer. She could no longer sit in her own back yard because the plant constantly emits odors and particles from the roasting process. She is seriously affected by the fumes which exacerbates her condition. She recommends having the business relocate where industrial zoning would be more appropriate.

Ms. Virginia McGary, a Destin resident, noted a similar complaint as the previous speaker against the coffee manufacturer on Mountain Drive.

The Land Use Attorney noted that the business owner has always been willing to work with the city to try to address issues. After a noise complaint, they put in equipment to reduce it. In terms of the land use component, she and the Community Development Director can revisit this issue with the property owner, and the Code Compliance Department can verify the complaint.

It was the consensus of the council to allow the Community Development Director and Land Use Attorney to investigate the use of the property and discuss matters with the business owner; and the Code Compliance Department to check for any code violations, and report back to Council.

Next, Mr. Claude Perry, a Destin resident and business owner, addressed the earlier statement from the TDD Director about the city's alleged lack of southern hospitality. He stated that a lot of this problem centers around the inability of people to find a place to park in the city, especially on Scenic Hwy 98 and the harbor district. He stated that during the TDD Director's presentation, she did not mention anything about money being allocated for infrastructure. The county has transient vehicles available that are just parked somewhere in the county. He continued that since the city has shown no intention of building parking garages, they could at least consider establishing a shuttle system in the city; and perhaps the county could provide some funding to implement it and help ease the parking crisis.

After a brief discussion, the council asked city staff to invite Mr. Greg Darden, Director of Business Development for Structured Parking Solutions, LLC, a continuing services contractor for the City, to attend a Council meeting to provide a brief presentation on establishing a shuttle system in Destin.

Mr. Trey McCraw, a Destin resident, noted that his wife informed the Council at the previous meeting that a neighboring home at 355 Gulf Shore Drive was originally a 4-bedroom 4-bathroom, 4500 square foot home built in 2001 on less than 1/5 of an acre parcel. The city has

provided substantial improvement worksheet for the remodeling currently being conducted. There had also been a prior project that happened with the prior owner of the property. Under the city's substantial improvement policy and Under Florida State law, they should be forced to bring the entire home up to code. He also stated they have not received any response from anyone from the city regarding this issue.

Councilmember Hebert noted they are continuing to build, and that a large portion of the remodeling project is almost completed. She asked staff to address this issue.

According to Mr. Forgione, a Stop-Work Order has been issued to the property owner. He will confirm with his staff whether they have moved forward with the Notice of Violation. He will also coordinate matters with the city's Building Official and discuss her findings.

Councilmember King stated it is probably more advantageous for the property owner to ignore the Stop-Work Order, resume construction, and pay the fine afterwards.

The Land Use Attorney noted it could be more than just simply paying a fine. If a Stop-Work Order and a Notice of Violations are issued, the property would be taken to the city's Special Magistrate. At that point, they would not only pay the fine for violating the Stop-Work Order, but there could also be a daily fine levied against the property until such time it is brought into compliance with the code. They could also end up placing a lien on the property. In addition, they could get an order from the Special Magistrate to have them take down the structure, and the city's Building Official can require things not permitted to be removed.

Community Development Director Louis Zunguze stated that the Certificate of Occupancy will be withheld until the violations are addressed.

Councilmember Destin noted that before they instituted the Code Enforcement Board and the Special Magistrate system, they had the option of taking this kind of issues to civil court; and they still have that option. They obtain an order from the judge, and law enforcement personnel gets involved when that order is violated.

According to the Land Use Attorney, she will meet with Mr. Zunguze and Mr. Forgione to discuss the proper courses of action to take against the short-term rental facility located at 355 Gulf Shore Drive for its alleged violation of stop-work order, and report back to Council. Options available include issuing a citation, using the Special Magistrate process, taking the case in civil court, or proceeding with more than one options simultaneously.

Ms. Carrie Harbarger, a Destin resident, stated that it is of utmost importance that they receive a feedback concerning the government land located at the foot of the Marler Bridge, and what the military intends to do with that land. The Eglin Base Commander has issued an order to place a fence around that property blocking the public's access to the water. She recommends having a serious discussion with the base commander about it, and possibly involving Representative Matt Gaetz, who is a member of the Ways and Means Committee, in that discussion.

Ms. Marcie Bell, a Destin resident, stated that there are people who own properties but do not live in the city that are claiming homestead exemptions. These people are cheating the taxpayers of the city. She is aware of at least 3 properties on Holiday Isle alone. She recommends addressing this issue with the state, so that the state can contact the county appraiser.

Ms. Bell also reported driving through the entire Crystal Beach neighborhood recently during the day when there should not be any trash cans on the streets. However, 22 properties, all short-term rentals, had their trash cans on the street.

Finally, Ms. Bell addressed some issues involving two code enforcement officers. She stated that one officer was provided some information in 2019 regarding a property that had been non-compliant with the code for several reasons. At the time, the property was privately owned and not a short-term rental. She found out after filing a public records request to the city that this particular issue was never documented. Then, on May 1st of this year, the same officer received a similar call regarding a property nearby, and he promptly took care of that issue. She also called the Code Compliance Department recently and reported 4 other violations. She found out recently that not one of the reported violations has been documented.

Mr. John Stephens, a livery operator, reported that they just finished production of a safety video, and that they plan to show the video at the next council meeting.

Mr. Ken Wampler, a Destin resident, addressed some of the comments Ms. Adams made earlier. He stated that in terms of mobility, there is a county operated tran service which is financed by the county. They just need to figure out how to better utilize it. As far as accessibility, the TDC funds generated from the bed tax had bought land for beach access and contributed money for the crosstown connector. He stated that stewardship is very important for the community as well as for the tourism industry. The TDC is not trying to compete with the ice cream vendors or to give away fishing charters. They are trying to show southern hospitality in a more obvious way. Also, if they inform the visitors of all the things that are available in this county and get them off the common areas, they should be able to spread the money throughout the county.

4. CITY MANAGER REPORTS

A. US98 Westbound to Airport Road, turn lane update

Public Services Director Michael Burgess stated that they have contacted the safety office district 3 at Chipley for some additional signage to be placed in advance of the dedicated right hand turn lane onto Airport Road from westbound US Hwy 98. The FDOT staff has responded to the city's request for the additional signage with a work order to attach 3 signs on the mast arm next to The Track. Additions will include two "thru-only" signs and one "right turn only" sign.

B. Proposed City of Destin Planning Areas

Community Development Director Louis Zunguze announces that the City is in the process of updating its Land Development Code (LDC). The LDC is designed to implement the City's Comprehensive Plan Policies. Map 1-1a of the Comprehensive Plan provides the Planning areas which guide the implementation of the Comprehensive Plan Policies. Mr. Zunguze presented the following information:

➤ Goal of the Planning Areas:

- ❖ To organize the City into community content areas to establish an effective mechanism for guiding and implementing the Comprehensive Plan Policies and Land Development Code provisions.

➤ Current Situation:

- ❖ Current Comprehensive Plan Map 1-1a illustrates the current planning and sub-areas. However, it is incomplete.
- ❖ For the Comprehensive Plan Policies and new Land Development Code to be effective, Planning Areas that cover the whole City is needed

➤ Criteria to Establish New Planning Areas:

- ❖ The Criteria is laid out in the Future Land Use Element of the Comprehensive Plan.

- Land Use (Future Land Use)
- Urban Form
- Consolidate & Simplify Areas

➤ New Planning Areas: Using the above noted criteria, they will have the following Planning Areas:

❖ Harbor Planning Area

- Include-Harbor Residential Sub-Area
- Include -East Harbor Planning Area
- Only shown on Map 1-1a
- No policies
- Allow Future Land Use and Zoning to provide development parameters.
- Implement the Harbor Community Redevelopment Agency (CRA) Plan

❖ Town Center Planning Area

- Add the Residential, Office and Institutional (ROI) Future Land Use Areas north of Airport Road

- Allow Future Land Use and Zoning to provide development parameters.
 - Implement the Town Center CRA Plan
- ❖ Holiday Isle Planning Area
- Include Height Overlay Sub-area
 - Only shown on Map 1-1a
 - No policies
 - Allow Future Land Use and Zoning to provide development parameters.
- ❖ Crystal Beach Planning Area
- No change in boundary
 - Establish framework to address balance between long-term residential and short-term rentals.
 - Transition between Commercial and Residential
 - Landscape buffering
 - Height set back requirement from Residential.
- ❖ Village Planning Area
- Extend boundary east to include residential north of Country Club Drive
- ❖ Commons Planning Area (new)
- Area east of Airport Road, south of Village Planning Area and north of Highway 98.
 - Mix of City and Okaloosa County areas where a joint planning effort is needed
- ❖ Henderson Beach Planning Area (new)
- Henderson Beach State Park
- ❖ Airport Planning Area (new)
- Airport Future Land Use

Councilmember Braden moved to approve the proposed planning areas and amend the City's Comprehensive Plan accordingly, seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted "yes").

C. Consultant Selection for Zerbe/Calhoun Pedestrian Improvements Phase II

According to the City Manager, the council previously directed staff to obtain proposals from all three continuing services consultants – Dewberry, Baskerville-Donovan, and Volkert for Zerbe/Calhoun Pedestrian Improvements Phase II project. He stated that Baskerville-Donovan and Volkert are both qualified and available for the project.

Councilmember Destin moved to approve Baskerville-Donovan for the Zerbe/Calhoun Pedestrian Improvements Phase II, seconded by Councilmember Ramswell.

Councilmember Schmidt asked if either of the firms is involved in phase 1 of the project.

City Engineer Donald Smith replied that neither firm is involved in phase 1.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

Councilmember Braden inquired as to the status of phase 1 of the project.

According to Mr. Burgess, he met with the contractor a week ago and he informed him that they were having some trouble getting one utility pole removed. This pole is undergrounded at the Calhoun/Zerbe intersection. However, it will be a relatively smooth process to complete the southern section of the project as soon as the pole is removed.

D. Cross Town Connector Multimodal Design Update

The City Engineer Donald Smith gave the following presentation:

BACKGROUND

- At its June 1, 2021 meeting, the City Council approved the redesign of the crosstown connector from a 4-lane to a 2-lane roadway
- On April 5, 2021, council directed
 - ❖ The City Manager to schedule a workshop within the next 30 days
 - To discuss issues relating to the crosstown connector
 - To discuss multimodal alternatives
 - Delay design until after the workshop
- On May 10, 2021, council convened a public work session to discuss the crosstown connector

DISCUSSION: The purpose of tonight's discussion is to:

- Confirm key point discussed at the May 10, 2021 workshop
- Select right-of-way width
- Select multimodal concept and elements

KEY POINTS DISCUSSED AT MAY 10, 2021 WORKSHOP

- Optimize Park/green space
- Incorporate a multi-modal pathway similar to 30A
- Look at removing bike lanes
- Speed control on the entire corridor (staff will return to council with options)
- Provide buffer along property boundary (will be part of park design)
- Low Speed Vehicles (will drive in lane per state law)

RIGHT-OF-WAY WIDTH (OPTIONS)

- 30' right-of-way without median, or
- 40' right-of-way with median

MULTIMODAL ELEMENTS (OPTIONS)

- Option No. 1 (without median) or
- Option No. 2 (with median)

Mr. Smith requests the council selects a right-of-way width and the multimodal elements.

Councilmember Destin stated that he supports Option No. 2; however, placing a bicycle paths adjacent to roadways to comingle with other vehicles is never a good idea. There have been many fatal accidents on Airport Road and US Hwy 98 already. He also noted that the roadway photo on 30A that were shown did not include a single bicycle paths on the road. He recommends placing the bicycle path on the multimodal 10-foot sidewalk.

Councilmember Morgan stated that he agrees with Councilmember Destin about getting bicycles off the road; adding that this is not a bicycle friendly community. He also favors Option No. 2.

Councilmember Hebert stated that she echoes the sentiments of Council members Destin and Morgan, and that she supports Option No. 2.

Councilmember King stated that Option No. 2 would look even nicer if they have enough greenspace and a small catch and release pond.

According to Councilmember Schmidt, not having the median should provide more greenspace and park space; and it could also result in less speeding. He also stated that having the medians means more irrigation and more trees and bushes.

Mr. Smith noted that the original design has the median; and so they may need to start over if the median is removed.

Councilmember Schmidt moved to direct the City Manager to implement right-of-way Option No. 2 and multimodal elements Option No. 2, with 40' right-of-way with median, into the project design; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted "yes").

E. Memorial Day Weekend - After Action Report

The Deputy City Manager presented the following list of activities over the Memorial Day weekend.



Code Compliance Activities

- Beach Compliance
- 4 Beach Vendor Violations
- 10 Glass on Beach Violations
- 9 Animals on Beach Violations
- 1 Fire on Beach Violation (Grill)
- 2 Wedding on Beach (STR)
- 6 Noise Violations
- 9 Beach Citizen Assist (2 were missing children)



Okaloosa County Sheriff's Office Activities

- OCSO
- 701 Total Calls for Service
 - 407 Day Shift
 - 294 Night Shift
- 105 Priority 1 Calls
- 8 Property Crimes
- 35 Traffic Violations – Stops
- 6 Marine Violations
- 13 Traffic Crashes



Destin Beach Safety Activities

- Beach Safety Division
- 98,050 Attendees
- 7 Minor 1st Aid
- 2 Major 1st Aid
- 20,784 Public Contacts
- 5,775 Preventative Measures
- 3 Missing Persons
- 6 Lost Persons
- 5 Persons Rescued
- 3 Assists
- 53 Boat Infractions
- 42 PWC Infractions
- 137 Education Pamphlets





F. Captain Royal Melvin Heritage Park Update

The City Manager reported that after repeated requests by staff, the subcontractor has not been as responsive as they should be in fulfilling the water main installation portion of the project. They did not have the materials necessary to complete the work. He has sent a letter to the general contractor asking them to complete this portion of their contract with the city so they could then work with the Destin Water Users in installing the 12” water main and fulfill the requirements for their grant to pay for the installation.

G. Transfer of ERU Water and Sewer Credits to Destin High School, Inc.

The City Attorney announced that the Destin High School is requesting that the City of Destin transfers 14 water Equivalent Residential Unit (ERU) and 14 sewer ERU to the high school. Due to the city’s purchases of real property serviced by the Destin Water Users resulting in less intensive water and sewer needs, the city currently possesses enough water ERU and sewer ERU credits. The City’s recent purchases of beach-front property in Crystal Beach will likely result in additional credits. The city does not appear to have any immediate project resulting in the need to use a significant number of credits. The City Council can elect to transfer the water and sewer credit to Destin High School upon execution of an agreement to do so. If the council decides to approve the transfer, there are two changes that need to be made to the agreement. The following language will need to be added to paragraph 2, “*The credit transfers are subject to final approval by the Destin Water Users.*” In addition, the 79 ERU water credits and 73 ERU sewer credits will need to be changed to 63 and 59.4 respectively.

Councilmember Schmidt moved to authorize and direct the mayor to execute the agreement, as amended, transferring City of Destin Equivalent Residential Unit Credits to Destin High School, Inc.; seconded by Councilmember Destin.

Councilmember Ramswell announced she will abstain from voting as she is the Chairman of the Board for the Destin High School.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Morgan, Destin, and Braden voted “yes”; Councilmember Ramswell abstained from voting).

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 21-09-LC - Providing for amendments to Article 7 of the Land Development Code "Land Use, Type, Density, Intensity, Zoning and Regulatory Controls"; amending Table 7-2 "Table of Allowable Uses" relating to breweries, micro-breweries, brewpubs, distilleries, craft distilleries, and restaurants.

The City Attorney read proposed Ordinance 21-09-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE “LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS”; AMENDING TABLE 7-2 “TABLE OF ALLOWABLE USES” RELATING TO BREWERIES, MICROBREWRIES, BREWPUBS, DISTILLERIES, CRAFT DISTILLERIES, AND RESTAURANTS; PROVIDING FOR CONSISTENCY WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE, CONFLICTING PROVISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Councilmember Ramswell moved for approval of Ordinance 21-09-LC on second reading, seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

- B. Second reading of Ordinance 21-04-PC - Amending Comprehensive Plan: 2020, Chapter 1 - Future Land Use Element related to building heights to provide for consistency with the City Charter

The City Attorney read proposed Ordinance 21-04-PC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE; PROVIDING FOR JURISDICTION; PROVIDING FOR INTENT; AMENDING CHAPTER 1 - FUTURE LAND USE ELEMENT RELATED TO BUILDING HEIGHTS TO PROVIDE FOR CONSISTENCY WITH THE CITY CHARTER; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Councilmember Hebert moved for approval of Ordinance 21-04-PC on second reading and direct staff to submit it to the State Department of Economic Opportunity for final approval; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

- C. Second reading of Ordinance 21-05-PC - Amending Comprehensive Plan: 2020 Chapter 1 - Future Land Use Element, Policy 1-2.1.4 relating to roofing and roof pitch

The City Attorney read proposed Ordinance 21-05-PC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE; PROVIDING FOR JURISDICTION; PROVIDING FOR INTENT; AMENDING CHAPTER 1 - FUTURE LAND USE ELEMENT, POLICY 1-2.1.4 RELATING TO ROOFING AND ROOF PITCH; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Councilmember Hebert moved for approval of Ordinance 21-05-PC on second reading and direct staff to submit it to the State Department of Economic Opportunity for final approval; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

6. CONSENT AGENDA

- A. Draft minutes of Board & Committee Meetings
- B. Proposed Bert Harris Settlement Agreement for 4478 Ocean View Drive

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 6A and 6B, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

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

A. Councilmember Braden

1) Livery Vessel Fees

Councilmember Braden noted a motion previously approved by Council to increase livery vessel fees, with proceeds to be used to hire either a Harbor Master or a Harbor Ranger that can issue citations, and whose main area of responsibility will be the North Harbor District. He recommends hiring a Harbor Master/Ranger within the next 90 days or reducing the livery vessel fees back to the amount prior to the increase.

Councilmember Destin wants to make sure funds have been segregated to be used for that specific purpose before taking any action.

City Attorney will coordinate matters with the Finance Director to make sure said funds are set aside, and that they are segregated by a specific resolution to be used as prescribed by Council.

Councilmember Braden requests this item be placed on the next agenda, and to include the City Attorney's findings as well as copy of the meeting minutes when this issue was discussed and acted upon by the Council in the agenda report.

Next, Councilmember Braden asked staff to contact the Eglin Base Commander and inquire about their plans for the property located on the west end of the Destin Bridge. Fencing is currently being placed around this property.

After a brief discussion, the council agreed to allow the mayor to reach out to Commissioner Mel Ponder, and together discuss this matter with the Eglin Base Commander. The mayor will report findings back to Council, and Commissioner Ponder to BOCC.

Councilmember Braden recommends the city formulates an ordinance prohibiting electric vehicles, such as bicycles, scooters, and skateboards, from operating on sidewalks. He stated that the sidewalk is not designed to accommodate electric vehicles.

It was the consensus of the Council to allow the City Attorney, Land Use Attorney and City staff to review State Statutes that specifically address motorized vehicles as described by Councilmember Braden and provide recommendations to Council.

Councilmember Braden would also like to see Low Speed Vehicles (LSV) back on the table for discussion in the near future. He stated that the Sheriff's Office has expressed great concern about LSVs operating on Airport Road.

Councilmember Braden asked staff to determine the average income for Destin and Okaloosa County and provide that information to council.

B. Councilmember Ramswell

Councilmember Ramswell asked staff to find out who is responsible for maintaining a certain section of the road at Silver Shells. She stated that the condition there is so bad people are unable to see the restaurant signage at that location. The perception is that it is the city's responsibility, and that the city has not been fulfilling its obligation.

1) Maintenance of rights-of-way along Commons Drive - Report

The Deputy City Manager stated that the goal is to find a sustainable schedule for the maintenance of the rights-of-way and medians along Commons Drive, which is owned by the county. There are challenges which include shopping carts being left there, maintenance of the grass, as well as the general aesthetics of medians and rights-of-way. He continued that city staff has been in contact with county staff, and that they have a meeting scheduled this week. They have also been working with some civic organizations through their Leave No Trace program to help cleanup and beautify those right-of-way areas. He added that he will continue to monitor and provide updates on the county's progress in maintaining that section of the road.

Next, Councilmember Ramswell expressed some safety concerns over a white utility box located above ground at the southeast corner of Indian Bayou Trail and Country Club Drive intersection. There are exposed cables, electrical wiring, and associated devices. She asked staff to find out who is responsible for maintaining it.

C. Councilmember Destin

Councilmember Destin noted that Gulf Power has returned the City's proposed franchise and utility undergrounding agreements to the City's special counsel Schef Wright. He will ask Attorney Wright to provide a report at the next meeting so that the council can take appropriate action.

Councilmember Destin commented that the Public Comments portion of this meeting has been quite arduous tonight with lengthy back and forth discussions between the council and the speakers lasting 1½ hours. He would like to see better management of the situation at future meetings. He also recommends Council only giving directions to City Manager, City Attorney or Land Use Attorney, and not directly to other members of city staff.

D. Councilmember Morgan

E. Councilmember Hebert

1) Master Gardener's Cooperative Project

Councilmember Hebert announced that Ms. Janet Hayes, a master gardener, has offered to provide some gardening service and plants free of charge and work with the city to help beautify the Buck Destin Park.

It was the consensus of the Council to allow Ms. Janet Hayes, a master gardener, to assist the city with the beautification process at Buck Destin Park, and to work with people in charge with irrigation and pesticide application.

F. Councilmember King

Councilmember King asked staff to place the topic, “Catch and Release Pond at Crosstown Connector” on the next council meeting agenda, stating that he has a lot of ideas he would like to share with the council.

G. Councilmember Schmidt

1) Charter Review

Councilmember Schmidt moved to direct the City Attorney to bring back recommendations for amending the City Charter with regards to appointment of Interim City Councilmember and the special election process to fill a vacated council position; seconded by Councilmember Hebert.

The mayor commented that the city charter has not been reviewed for quite a long time, and he believes there are some inefficiencies for the charter in the administration of city business.

Councilmember Destin noted that the council can amend the charter at any time, which they have done twice the last few years.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

2) Harborwalk Boardwalk Replacement

Councilmember Schmidt moved to direct the City Manager to instruct staff to begin the permitting and quotes processes on the boardwalk replacement at the Tailsfin location, and to begin replacement immediately following the completion of the 3 currently permitted sections with the available funds or for the next round of funding. Councilmember Destin provided a second to the motion.

Councilmember Ramswell believes this is what staff is currently doing.

Councilmember Morgan noted that Tailsfin previously requested that their portion of the boardwalk be completed after the season is over.

Councilmember Schmidt explained there seemed to be some confusion about this particular area, and he just wanted to make it very clear what the plan is and what the council wants staff to do.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

3) Air Tour Operations - Resolution in Support of County's Efforts Related to Helicopter and Air Tour Flight Paths

Councilmember Schmidt stated this has been an ongoing issue for a long time. The City Attorney and staff has put together a resolution of support of county's efforts related to helicopter and air tour flight paths.

Councilmember Schmidt moved to adopt Resolution 21-06 and for the council to allow him to work with the city and county government officials to continue finding a solution to helicopter issues in the community and in their beaches, seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

G. Mayor Gary Jarvis

Mayor Jarvis noted that several individuals have brought up the idea of the city placing some porta potties along the boardwalk during big holiday weekends such as the past Memorial Day weekend. Bathrooms are limited, and this will help take the pressure of the private businesses and make it convenient to the public.

Councilmember Ramswell stated they need to make sure there are no oppositions from businesses to having porta potties placed near their location.

The mayor stated that since they have time before the Labor Day weekend, staff could probably reach out to property owners to see if this is amicable to them and then council can decide how many porta potties to place and at which locations.

It was the consensus of the council to have staff gather the necessary information for the council to discuss and vote on the recommendation to place porta potties at certain locations along the boardwalk during busy holiday weekends such as during Labor Day and July 4th holidays.

I. Land Use Attorney

1) Invocation of pending ordinance doctrine for floodplain ordinance

Councilmember Ramswell moved to invoke the pending ordinance doctrine for the floodplain ordinances; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Morgan, Destin, Ramswell, and Braden voted “yes”).

It was the consensus of the Council to hire Fisher Consultant to review the Bert Harris pre-suit claim filed against the city, from the outside planning perspective, and provide opinions to the city.

J. City Attorney

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:25 pm.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kyle Bauman, City Attorney
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: July 12, 2021

SUBJECT: Building Fund

I. BACKGROUND: Florida Statutes Chapter 553.70-553.898 is known as the "Florida Building Codes Act". Section 553.80 outlines enforcement of Florida Building Code, including local government schedules of fees, and the allowed usage of such fees. In brief, the total estimated annual revenue derived may not exceed the total estimated costs of allowable activities (F.S. 553.80 (7)(a)). During the years 2017 - 2019, there were certain updates to this section of the Florida Building Code which resulted in most counties and municipalities setting up a Building Fund to more formally and more properly track the revenues and expenditures in accordance with F.S. 553.80.

II. DISCUSSION: Most municipalities and counties throughout Florida set up Building Funds in Fiscal Year 2019 to more transparently comply with F.S. 553.80 (ATT1) as either an Enterprise Fund (Proprietary Type Fund) or a Special Revenue Fund (Governmental Type Fund). Staff recommend setting up a Building Fund as a Special Revenue Fund to meet the requirements of transparency while minimizing the complexities of utilizing different accounting basis for our small accounting and finance department.

Staff also recommends starting with a beginning fund balance that assumes the City came into compliance in FY 2019. To do this, we use the audited figures for FY 2019 and FY 2020 of Building Permit revenues less the expenditures incurred by the Building Inspection division (ATT2). During FY 2021, the city has been working to more appropriately allocate expenses amongst the various departments and governmental activities, to better understand the true cost of each of the activities. The column "Additional Explanations" in

Attachment 2 describes the expenses that are now being applied to enforcement of building code that were recognized as general governmental expenses in prior years. These include software licenses and workstation equipment for building inspection and permitting staff, merchant services fees for collecting building permit fees, and property insurance for Building Inspector vehicles.

Resolution 21-10 (ATT3) describes the need for a Building Fund and allows for the building fund to be set up by doing an internal budget transfer from the current adopted budget. The detailed internal budget transfer is attached as Exhibit A within this resolution.

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

B. Effect on Budget (EOB): Exhibit A of Resolution 21-10 outlines the effect on budget. The General Fund revenues and expenditures are decreased and the Building Fund revenues and expenditures are increased in the same amounts with a net effect of \$0 on the FY 2021 budget.

C. Level of Service (LOS): Improved level of service and transparency

III. CONCLUSION: Staff recommends adoption of Resolution 21-10 to establish a Building Fund for improved transparency and compliance with the Florida Building Codes Act.

IV. RECOMMENDED MOTION: I move to adopt Resolution 21-10 to establish a Building Fund as a Special Revenue Fund effective immediately, and approve the internal budget transfer included as Exhibit A to Resolution 21-10.

Attachments:

1. ATT1: FS 533.80 florida building code enforcement and accounting
2. ATT2: Bldg Fund Projections
3. ATT3: Resolution 21-10 - Building Fund WITH Exhibit A

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0500-0599/0553/Sections/0553.80.html

The 2020 Florida Statutes

See section (7)(a) below
regarding revenues, allowable
expenditures, and accounting.

Title XXXIII

REGULATION OF TRADE, COMMERCE,
INVESTMENTS, AND SOLICITATIONS

Chapter 553

BUILDING CONSTRUCTION
STANDARDS

[View Entire Chapter](#)

553.80 Enforcement.—

(1) Except as provided in paragraphs (a)-(g), each local government and each legally constituted enforcement district with statutory authority shall regulate building construction and, where authorized in the state agency's enabling legislation, each state agency shall enforce the Florida Building Code required by this part on all public or private buildings, structures, and facilities, unless such responsibility has been delegated to another unit of government pursuant to s. 553.79(9).

(a) Construction regulations relating to correctional facilities under the jurisdiction of the Department of Corrections and the Department of Juvenile Justice are to be enforced exclusively by those departments.

(b) Construction regulations relating to elevator equipment under the jurisdiction of the Bureau of Elevators of the Department of Business and Professional Regulation shall be enforced exclusively by that department.

(c) In addition to the requirements of s. 553.79 and this section, facilities subject to the provisions of chapter 395 and parts II and VIII of chapter 400 shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of chapter 395 and parts II and VIII of chapter 400 and the certification requirements of the Federal Government. Facilities subject to the provisions of part IV of chapter 400 may have facility plans reviewed and shall have construction surveyed by the state agency authorized to do so under the requirements of part IV of chapter 400 and the certification requirements of the Federal Government.

(d) Building plans approved under s. 553.77(3) and state-approved manufactured buildings, including buildings manufactured and assembled offsite and not intended for habitation, such as lawn storage buildings and storage sheds, are exempt from local code enforcing agency plan reviews except for provisions of the code relating to erection, assembly, or construction at the site. Erection, assembly, and construction at the site are subject to local permitting and inspections. Lawn storage buildings and storage sheds bearing the insignia of approval of the department are not subject to s. 553.842. Such buildings that do not exceed 400 square feet may be delivered and installed without need of a contractor's or specialty license.

(e) Construction regulations governing public schools, state universities, and Florida College System institutions shall be enforced as provided in subsection (6).

(f) The Florida Building Code as it pertains to toll collection facilities under the jurisdiction of the turnpike enterprise of the Department of Transportation shall be enforced exclusively by the turnpike enterprise.

(g) Construction regulations relating to secure mental health treatment facilities under the jurisdiction of the Department of Children and Families shall be enforced exclusively by the department in conjunction with the Agency for Health Care Administration's review authority under paragraph (c).

The governing bodies of local governments may provide a schedule of fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for the enforcement of the provisions of this part. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. The authority of state enforcing agencies to set fees for enforcement shall be derived from authority existing on July 1, 1998. However, nothing contained in this subsection shall operate to limit such agencies from adjusting their fee schedule in conformance with existing authority.

(2)(a) Any two or more counties or municipalities, or any combination thereof, may, in accordance with the provisions of chapter 163, governing interlocal agreements, form an enforcement district for the purpose of enforcing and administering the provisions of the Florida Building Code. Each district so formed shall be registered with the department on forms to be provided for that purpose. Nothing in this subsection shall be construed to supersede provisions of county charters which preempt municipal authorities respective to building codes.

(b) With respect to evaluation of design professionals' documents, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose, each time after the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.

(c) With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent reinspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection,

structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first reinspection, whichever is greater, for each such subsequent reinspection.

(3)(a) Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

(b)1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1.a., b., and c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

(4) When an enforcement district has been formed as provided herein, upon its registration with the department, it shall have the same authority and responsibility with respect to building codes as provided by this part for local governing bodies.

(5) State and regional agencies with special expertise in building code standards and licensing of contractors and design professionals shall provide support to local governments upon request.

(6) Notwithstanding any other law, state universities, Florida College System institutions, and public school districts shall be subject to enforcement of the Florida Building Code under this part.

(a)1. State universities, Florida College System institutions, or public school districts shall conduct plan review and construction inspections to enforce building code compliance for their building projects that are subject to the Florida Building Code. These entities must use personnel or contract providers appropriately certified under part XII of chapter 468 to perform the plan reviews and inspections required by the code. Under these arrangements, the entities are not

subject to local government permitting requirements, plans review, and inspection fees. State universities, Florida College System institutions, and public school districts are liable and responsible for all of their buildings, structures, and facilities. This paragraph does not limit the authority of the county, municipality, or code enforcement district to ensure that buildings, structures, and facilities owned by these entities comply with the Florida Building Code or to limit the authority and responsibility of the fire official to conduct firesafety inspections under chapter 633.

2. In order to enforce building code compliance independent of a county or municipality, a state university, Florida College System institution, or public school district may create a board of adjustment and appeal to which a substantially affected party may appeal an interpretation of the Florida Building Code which relates to a specific project. The decisions of this board, or, in its absence, the decision of the building code administrator, may be reviewed under s. 553.775.

(b) If a state university, Florida College System institution, or public school district elects to use a local government's code enforcement offices:

1. Fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts may not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

2. Counties and municipalities shall expedite building construction permitting, building plans review, and inspections of projects of state universities, Florida College System institutions, and public schools that are subject to the Florida Building Code according to guidelines established by the Florida Building Commission.

3. A party substantially affected by an interpretation of the Florida Building Code by the local government's code enforcement offices may appeal the interpretation to the local government's board of adjustment and appeal or to the commission under s. 553.775 if no local board exists. The decision of a local board is reviewable in accordance with s. 553.775.

(c) The Florida Building Commission and code enforcement jurisdictions shall consider balancing code criteria and enforcement to unique functions, where they occur, of research institutions by application of performance criteria in lieu of prescriptive criteria.

(d) School boards, Florida College System institution boards, and state universities may use annual facility maintenance permits to facilitate routine maintenance, emergency repairs, building refurbishment, and minor renovations of systems or equipment. The amount expended for maintenance projects may not exceed \$200,000 per project. A facility maintenance permit is valid for 1 year. A detailed log of alterations and inspections must be maintained and annually submitted to the building official. The building official retains the right to make inspections at the facility site as he or she considers necessary. Code compliance must be provided upon notification by the

building official. If a pattern of code violations is found, the building official may withhold the issuance of future annual facility maintenance permits.

This part may not be construed to authorize counties, municipalities, or code enforcement districts to conduct any permitting, plans review, or inspections not covered by the Florida Building Code. Any actions by counties or municipalities not in compliance with this part may be appealed to the Florida Building Commission. The commission, upon a determination that actions not in compliance with this part have delayed permitting or construction, may suspend the authority of a county, municipality, or code enforcement district to enforce the Florida Building Code on the buildings, structures, or facilities of a state university, Florida College System institution, or public school district and provide for code enforcement at the expense of the state university, Florida College System institution, or public school district.

REVENUES

(7)(a) The governing bodies of local governments may provide a schedule of reasonable fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for enforcing this part. These fees, and any fines or investment earnings related to the fees, shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual costs of allowable activities. Any unexpended balances shall be carried forward to future years for allowable activities or shall be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years. For purposes of this subsection, the term "operating budget" does not include reserve amounts. Any amount exceeding this limit must be used as authorized in subparagraph 2. However, a local government which established, as of January 1, 2019, a Building Inspections Fund Advisory Board consisting of five members from the construction stakeholder community and carries an unexpended balance in excess of the average of its operating budget for the previous 4 fiscal years may continue to carry such excess funds forward upon the recommendation of the advisory board. The basis for a fee structure for allowable activities shall relate to the level of service provided by the local government and shall include consideration for refunding fees due to reduced services based on services provided as prescribed by s. 553.791, but not provided by the local government. Fees charged shall be consistently applied.

EXPENDITURES

1. As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated

with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.

FUND BALANCE

2. A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees.

3. The following activities may not be funded with fees adopted for enforcing the Florida Building Code:

- a. Planning and zoning or other general government activities.
- b. Inspections of public buildings for a reduced fee or no fee.
- c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.
- d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.

ACCOUNTING

4. A local government shall use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.

5. The local enforcement agency, independent district, or special district may not require at any time, including at the time of application for a permit, the payment of any additional fees, charges, or expenses associated with:

- a. Providing proof of licensure pursuant to chapter 489;
- b. Recording or filing a license issued pursuant to this chapter;
- c. Providing, recording, or filing evidence of workers' compensation insurance coverage as required by chapter 440; or
- d. Charging surcharges or other similar fees not directly related to enforcing the Florida Building Code.

(b) By December 31, 2020, the governing body of a local government that provides a schedule of fees shall create a building permit and inspection utilization report and post the report on its website. The information in the report shall be derived from relevant information available in the most recently completed financial audit. After December 31, 2020, the governing body of a local government that provides a schedule of fees shall update its building permit and inspection utilization report before making any adjustments to the fee schedule. The report shall include:

1. Direct and indirect costs incurred by the local government to enforce the Florida Building Code, including costs related to:
 - a. Personnel services costs, including salary and related employee benefit costs incurred by the local government to enforce the Florida Building Code.
 - b. Operating expenditures and expenses.

2. Permit and inspection utilization information, including:
 - a. Number of building permit applications submitted.
 - b. Number of building permits issued or approved.
 - c. Number of building inspections and reinspections requested.
 - d. Number of building inspections and reinspections conducted.
 - e. Number of building inspections conducted by a private provider.
 - f. Number of audits conducted by the local government of private provider building inspections.
 - g. Number of personnel dedicated by the local government to enforce the Florida Building Code, issue building permits, and conduct inspections.
 - h. Other permissible activities for enforcing the Florida Building Code as described in subparagraph (a)1.
 3. Revenue information, including:
 - a. Revenue derived from fees pursuant to paragraph (a).
 - b. Revenue derived from fines pursuant to paragraph (a).
 - c. When applicable, investment earnings from the local government's investment of revenue derived from fees and fines pursuant to paragraph (a).
 - d. Balances carried forward by the local government pursuant to paragraph (a).
 - e. Balances refunded by the local government pursuant to paragraph (a).
 - f. Revenue derived from other sources, including local government general revenue.
- (c) The governing body of a local government that issues building permits may charge a person only one search fee, in an amount commensurate with the research and time costs incurred by the governing body, for identifying building permits for each unit or subunit assigned by the governing body to a particular tax parcel identification number.
- (8) The Department of Agriculture and Consumer Services is not subject to local government permitting requirements, plan review, or inspection fees for agricultural structures, such as equipment storage sheds and pole barns that are not used by the public.

History.—s. 11, ch. 74-167; s. 3, ch. 75-111; s. 5, ch. 77-365; s. 3, ch. 85-97; s. 805, ch. 97-103; ss. 50, 51, ch. 98-287; ss. 85, 86, ch. 2000-141; ss. 34, 35, ch. 2001-186; ss. 3, 4, ch. 2001-372; s. 87, ch. 2002-1; s. 27, ch. 2002-20; s. 12, ch. 2005-147; s. 64, ch. 2006-1; s. 15, ch. 2008-191; s. 37, ch. 2010-176; s. 127, ch. 2014-17; s. 276, ch. 2014-19; s. 23, ch. 2014-154; s. 21, ch. 2016-129; s. 10, ch. 2017-149; s. 7, ch. 2019-75; s. 3, ch. 2019-121.

BUILDING FUND as per Part IV Florida Building Code							2021 BUDGET (Note 1)	Additional Explanations
FUND	ORG	OBJ	PROJ ACCOUNT DESCRIPTION	2018p13	2019p13	2020p13		
111	111300	322000	BUILDING PERMIT FEES	516,115	527,603	614,461	502,000	
111	111300	329505	PLAN REVIEW FEE	500	650	450	900	
111	111300	329506	CONTRACTOR'S REGISTRATION	1,966	1,849	1,806	1,756	
111	111300	322200	DBPR FBC SURCHARGE	1,171	761	-	-	
111	111300	322300	DBPR BCAIB SURCHARGE	735	784	-	-	
111	111300	361100	INTEREST EARNINGS	-	-	-	-	
111			Total 111300 BUILDING FUND REVENUE	520,487	531,647	616,718	504,656	
111	11152441	512000	REGULAR SALARIES	299,935	320,211	335,371	494,196	FY2021+ Includes 10% of Code Compliance officers, 10% of Engineering Staff, 33% of Division Director, and 50% of AA
111	11152441	514000	OVERTIME PAY	1,900	1,333	3,483	2,779	
111	11152441	521000	FICA TAXES	4,273	4,621	4,898	7,287	
111	11152441	522000	RETIREMENT CONTRIBUTIONS	35,307	38,679	40,694	62,065	
111	11152441	523000	LIFE/HEALTH INSURANCE	55,952	62,620	66,582	116,123	
111	11151430	531000	PROFESSIONAL CONTRACTED SVCS	-	-	-	-	
111	11151430	531003	LAND USE ATTORNEY	-	-	-	12,000	FY2021 estimated \$12k to enforce Florida Bldg Code. Fy22+ estimate \$50k. Separate billing effective immediately
111	11152441	534000	CONTRACT SERVICES	-	-	-	-	
111	11152441	540000	TRAVEL/PER DIEM	1,011	703	-	6,200	Travel/Per Diem to Florida Building Code trainings for Building Inspectors and Building Official to maintain certifications. (COVID cancelled in FY2020)
111	11152441	541025	IT COMMUNICATIONS	-	-	-	8,317	Internet, landlines, cellphones, radios for Building Inspection and Building Permitting staff.
111	11152441	544025	IT RENTS & LEASES (I.E. COPIERS)	-	-	-	8,640	Copier rent includes usage for printing permits, applications, and building/renovation plans.
111	11152441	545000	RISK MANAGEMENT INSURANCE	-	-	-	18,434	1/3 of property insurance for City Hall Annex; vehicle insurance for 3 vehicles; employee/officer and workers comp insurance for Building Inspection staff

BUILDING FUND as per Part IV Florida Building Code

FUND	ORG	OBJ	PROJ ACCOUNT DESCRIPTION	2018p13	2019p13	2020p13	2021 BUDGET (Note 1)	Additional Explanations
111	11152441	546000	REPAIRS AND MAINTENANCE	-	-	-	125	
111	11152441	546025	IT REPAIRS AND MAINTENANCE	-	-	-	-	
111	11152441	547000	PRINTING & BINDING	-	-	-	1,600	Outside printing/binding costs
111	11152441	549001	MERCHANT SERVICES	-	-	-	40,000	Global payments/ENERGOV merchant service and online portal fees
111	11151531	551000	OFFICE SUPPLIES	-	-	-	-	
111	11152441	552000	OPERATING SUPPLIES	1,542	2,679	2,221	1,830	
111	11152441	552025	OPS SOFTWARE & WORKSTATIONS	-	-	-	12,331	Annual software licenses and hardware/workstation upgrades for Building Inspection and Building Permit staff
111	11152441	554000	SUBS, MEMBERSHIPS	2,171	1,345	1,435	3,745	
111	11152441	555000	TRAINING	2,946	1,312	1,256	4,550	Training/Conference attendance fees for Florida Building Code trainings for Building Inspectors and Building Official to maintain certifications.
Total 11152441 BUILDING FUND				405,037	433,503	455,941	800,221	
NET OPERATING (REV - EXP)				115,451	98,144	160,776	(295,565)	
111	111300	381111	<i>TXFR IN FROM GEN FUND</i>	-	-	-	86,844	\$258,921 Beginning balance Plus \$86,844 = \$345,765 starting txfr in from GF to balance
111	11158188	581111	TXFR TO GEN FUND FOR INDIRECT COST	-	-	-	-	
111	11158188	581125	TRANSFER OUT TO TECH FUND	-	-	-	(50,200)	
111	Total BUILDING FUND TXFRS OUT			-	-	-	36,644	
111	Net change in Fund Balance			115,451	98,144	160,776	(258,921)	
	Fund Balance (deficit), Beginning				-	98,144	258,921	
	Fund Balance (deficit), Ending				98,144	258,921	(1)	

(Note 1) This is an internal budget transfer of adopted budget from General Fund Accounts into the Building Fund.

RESOLUTION 21-10

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ESTABLISHMENT OF A SPECIAL BUILDING FUND; AUTHORIZING A CITY OF DESTIN INTERNAL BUDGET TRANSFER MOVING CERTAIN MONIES INTO THE SPECIAL BUILDING FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, sections 553.70 – 553.898, Florida Statutes, (the “Florida Building Codes Act”) requires local governments to utilize recognized management, accounting, and oversight practices to ensure that the total estimated annual revenue derived from authorized building fees (together with fines and investment earnings related to the fees) does not exceed the total estimated annual costs of allowable activities identified in section 553.80(7)(a), Florida Statutes; and

WHEREAS, to ensure compliance with the Florida Building Codes Act, the City Council of the City of Destin, Florida (the “City”) desires to establish a Special Building Fund which shall receive certain revenue paid by the City’s customers in the form of fees related to activities contemplated by the Florida Building Codes Act and desires to pay its costs of allowable activities from this fund (the “Special Building Fund”); and

WHEREAS, to the extent permitted by law, the City intends to carry forward any unexpended balances from the Special Building Fund to future years; and

WHEREAS, any funds that are not carried forward shall be distributed in accordance with the Florida Building Codes Act; and

WHEREAS, establishment of the Special Building Fund requires the execution of a City of Destin Internal Budget Transfer Form (the “Budget Transfer”), which is attached hereto as Exhibit “A”; and

WHEREAS, the Special Building Fund will provide for greater financial transparency to the citizens and ensure compliance with the Florida Building Codes Act; and

NOW, THEREFORE, The City Council of the City of Destin, Florida, does hereby declare and establish the following:

Section 1. Recitals.

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

Section 2. Establishing the Special Building Fund.

2. The City Manager is hereby authorized and directed to take all necessary and appropriate actions to establish the “Special Building Fund” which shall receive revenue paid by the City’s customers in the form of fees related to activities contemplated by the Florida Building Codes Act (together with fines and investment earnings related to the fees) and shall pay all costs of its allowable activities from this fund in accordance with the Florida Building Codes Act.

Section 3. Budget Transfer.

3. Through adoption of this Resolution, the City Council hereby adopts the City of Destin Internal Budget Transfer Form attached hereto as Exhibit “A.”

Section 4. Severability.

4. If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution.

Section 5. Effective Date.

5. This Resolution shall be effective immediately upon adoption.

**PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF DESTIN,
FLORIDA THIS __TH DAY OF _____, 2021.**

GARY JARVIS, MAYOR

ATTEST:

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

REY BAILEY, CITY CLERK

KYLE S. BAUMAN, ESQ., CITY ATTORNEY

EXHIBIT A TO RESOLUTION 21-10

CITY OF DESTIN Internal Budget Transfer Form

Fiscal Year	2021	Short Description	BUILDING FUND	Entity Code	1.00
Period	10	Effective Date	8/2/2021	Amendment Type*	7.00
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrase (D)ecrease	AMOUNT	CURRENT BUDGET	REVISED BUDGET
			TRANSFERS FROM GF REVENUE				
01300 REVENUE	322000 BUILDING PERMIT FEES		REV FROM GF TO BLDG FUND	D	502,000.00	502,000.00	-
111300 REVENUE	322000 BUILDING PERMIT FEES		REV FROM GF TO BLDG FUND	I	502,000.00	-	502,000.00
01300 REVENUE	329505 PLAN REVIEW FEE		REV FROM GF TO BLDG FUND	D	900.00	900.00	-
111300 REVENUE	329505 PLAN REVIEW FEE		REV FROM GF TO BLDG FUND	I	900.00	-	900.00
01300 REVENUE	329506 CONTRACTOR'S REGISTRATION		REV FROM GF TO BLDG FUND	D	1,756.00	1,756.00	-
111300 REVENUE	329506 CONTRACTOR'S REGISTRATION		REV FROM GF TO BLDG FUND	I	1,756.00	-	1,756.00
			TRANSFERS FROM LEGAL SERVICES				
0151430 LEGAL SERVICES	531003 LAND USE ATTNY		LEGAL TO NEW BLDG FUND	D	12,000.00	232,600.00	220,600.00
11152441 BUILDING FUND	531003 LAND USE ATTNY		LEGAL TO NEW BLDG FUND	I	12,000.00	-	12,000.00
			TRANSFERS FROM COMMUNITY DEVELOPMENT				
0151531 COMMUNITY DEVELOPMENT	512000 REGULAR SALARIES		COM DEV TO NEW BLDG FUND	D	51,370.00	403,290.89	351,920.89
11152441 BUILDING FUND	512000 REGULAR SALARIES		COM DEV TO NEW BLDG FUND	I	51,370.00	-	51,370.00
0151531 COMMUNITY DEVELOPMENT	521000 FICA TAXES		COM DEV TO NEW BLDG FUND	D	745.00	5,849.39	5,104.39
11152441 BUILDING FUND	521000 FICA TAXES		COM DEV TO NEW BLDG FUND	I	745.00	-	745.00
0151531 COMMUNITY DEVELOPMENT	522000 RETIREMENT CONTRIB		COM DEV TO NEW BLDG FUND	D	6,420.00	50,425.74	44,005.74
11152441 BUILDING FUND	522000 RETIREMENT CONTRIB		COM DEV TO NEW BLDG FUND	I	6,420.00	-	6,420.00
0151531 COMMUNITY DEVELOPMENT	523000 LIFE/HEALTH INSURANCE		COM DEV TO NEW BLDG FUND	D	12,705.00	122,452.86	109,747.86
11152441 BUILDING FUND	523000 LIFE/HEALTH INSURANCE		COM DEV TO NEW BLDG FUND	I	12,705.00	-	12,705.00
			TRANSFERS FROM GF BUILDING INSPECTION				
0152441 INSPECTIONS	512000 REGULAR SALARIES		BLDG INSPECTN TO NEW BLDG FUND	D	391,154.38	391,154.38	-
11152441 BUILDING FUND	512000 REGULAR SALARIES		BLDG INSPECTN TO NEW BLDG FUND	I	391,154.38	-	391,154.38
0152441 INSPECTIONS	514000 OVERTIME PAY		BLDG INSPECTN TO NEW BLDG FUND	D	2,779.00	2,779.00	-
11152441 BUILDING FUND	514000 OVERTIME PAY		BLDG INSPECTN TO NEW BLDG FUND	I	2,779.00	-	2,779.00
0152441 INSPECTIONS	521000 FICA TAXES		BLDG INSPECTN TO NEW BLDG FUND	D	5,712.03	5,712.03	-
11152441 BUILDING FUND	521000 FICA TAXES		BLDG INSPECTN TO NEW BLDG FUND	I	5,712.03	-	5,712.03
0152441 INSPECTIONS	522000 RETIREMENT CONTRIBUTIONS		BLDG INSPECTN TO NEW BLDG FUND	D	49,241.67	49,241.67	-
11152441 BUILDING FUND	522000 RETIREMENT CONTRIBUTIONS		BLDG INSPECTN TO NEW BLDG FUND	I	49,241.67	-	49,241.67
0152441 INSPECTIONS	523000 LIFE/HEALTH INSURANCE		BLDG INSPECTN TO NEW BLDG FUND	D	88,333.43	88,333.43	-
11152441 BUILDING FUND	523000 LIFE/HEALTH INSURANCE		BLDG INSPECTN TO NEW BLDG FUND	I	88,333.43	-	88,333.43

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)increase (D)ecrease	AMOUNT	CURRENT BUDGET	REVISED BUDGET
0152441 INSPECTIONS	540000 TRAVEL PER DIEM		BLDG INSPECTN TO NEW BLDG FUND	D	6,200.00	6,200.00	-
11152441 BUILDING FUND	540000 TRAVEL PER DIEM		BLDG INSPECTN TO NEW BLDG FUND	I	6,200.00	-	6,200.00
0152441 INSPECTIONS	541025 IT COMMUNICATIONS		BLDG INSPECTN TO NEW BLDG FUND	D	8,316.50	8,316.50	-
11152441 BUILDING FUND	541025 IT COMMUNICATIONS		BLDG INSPECTN TO NEW BLDG FUND	I	8,316.50	-	8,316.50
0152441 INSPECTIONS	544025 IT RENTS & LEASES		BLDG INSPECTN TO NEW BLDG FUND	D	8,640.00	8,640.00	-
11152441 BUILDING FUND	544025 IT RENTS & LEASES		BLDG INSPECTN TO NEW BLDG FUND	I	8,640.00	-	8,640.00
0152441 INSPECTIONS	545000 RISK MGMT INS		BLDG INSPECTN TO NEW BLDG FUND	D	18,433.53	18,433.53	-
11152441 BUILDING FUND	545000 RISK MGMT INS		BLDG INSPECTN TO NEW BLDG FUND	I	18,433.53	-	18,433.53
0152441 INSPECTIONS	546000 REPAIRS AND MAINT		BLDG INSPECTN TO NEW BLDG FUND	D	125.00	125.00	-
11152441 BUILDING FUND	546000 REPAIRS AND MAINT		BLDG INSPECTN TO NEW BLDG FUND	I	125.00	-	125.00
0152441 INSPECTIONS	547000 PRINTING & BINDING		BLDG INSPECTN TO NEW BLDG FUND	D	1,600.00	1,600.00	-
11152441 BUILDING FUND	547000 PRINTING & BINDING		BLDG INSPECTN TO NEW BLDG FUND	I	1,600.00	-	1,600.00
0152441 INSPECTIONS	549001 MERCHANT SERVICES		BLDG INSPECTN TO NEW BLDG FUND	D	40,000.00	40,000.00	-
11152441 BUILDING FUND	549001 MERCHANT SERVICES		BLDG INSPECTN TO NEW BLDG FUND	I	40,000.00	-	40,000.00
0152441 INSPECTIONS	552000 OPERATING SUPPLIES		BLDG INSPECTN TO NEW BLDG FUND	D	1,830.00	1,830.00	-
11152441 BUILDING FUND	552000 OPERATING SUPPLIES		BLDG INSPECTN TO NEW BLDG FUND	I	1,830.00	-	1,830.00
0152441 INSPECTIONS	552025 OPS SOFTWARE & WORKSTATIONS		BLDG INSPECTN TO NEW BLDG FUND	D	12,331.36	12,331.36	-
11152441 BUILDING FUND	552025 OPS SOFTWARE & WORKSTATIONS		BLDG INSPECTN TO NEW BLDG FUND	I	12,331.36	-	12,331.36
0152441 INSPECTIONS	554000 SUBS & MEMBERSHIPS		BLDG INSPECTN TO NEW BLDG FUND	D	3,745.00	3,745.00	-
11152441 BUILDING FUND	554000 SUBS & MEMBERSHIPS		BLDG INSPECTN TO NEW BLDG FUND	I	3,745.00	-	3,745.00
0152441 INSPECTIONS	555000 TRAINING		BLDG INSPECTN TO NEW BLDG FUND	D	4,550.00	4,550.00	-
11152441 BUILDING FUND	555000 TRAINING		BLDG INSPECTN TO NEW BLDG FUND	I	4,550.00	-	4,550.00
			TRANSFERS FROM CODE COMPLIANCE				
0152442 CODE COMPLIANCE	512000 REGULAR SALARIES		CODE COMPL TO NEW BLDG FUND	D	34,940.89	349,408.90	314,468.01
11152441 BUILDING FUND	512000 REGULAR SALARIES		CODE COMPL TO NEW BLDG FUND	I	34,940.89	-	34,940.89
0152442 CODE COMPLIANCE	521000 FICA TAXES		CODE COMPL TO NEW BLDG FUND	D	587.52	5,875.22	5,287.70
11152441 BUILDING FUND	521000 FICA TAXES		CODE COMPL TO NEW BLDG FUND	I	587.52	-	587.52
0152442 CODE COMPLIANCE	522000 RETIREMENT CONTRIB		CODE COMPL TO NEW BLDG FUND	D	4,311.76	43,117.57	38,805.81
11152441 BUILDING FUND	522000 RETIREMENT CONTRIB		CODE COMPL TO NEW BLDG FUND	I	4,311.76	-	4,311.76
0152442 CODE COMPLIANCE	523000 LIFE/HEALTH INSURANCE		CODE COMPL TO NEW BLDG FUND	D	11,243.26	112,432.57	101,189.31
11152441 BUILDING FUND	523000 LIFE/HEALTH INSURANCE		CODE COMPL TO NEW BLDG FUND	I	11,243.26	-	11,243.26
			TRANSFERS FROM ENGINEERING				

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT BUDGET	REVISED BUDGET
0154161 ENGINEERING	512000 REGULAR SALARIES		ENGINEERING TO NEW BLDG FUND	D	16,730.69	167,306.85	150,576.16
11152441 BUILDING FUND	512000 REGULAR SALARIES		ENGINEERING TO NEW BLDG FUND	I	16,730.69	-	16,730.69
0154161 ENGINEERING	521000 FICA TAXES		ENGINEERING TO NEW BLDG FUND	D	242.60	2,425.95	2,183.35
11152441 BUILDING FUND	521000 FICA TAXES		ENGINEERING TO NEW BLDG FUND	I	242.60	-	242.60
0154161 ENGINEERING	522000 RETIREMENT CONTRIB		ENGINEERING TO NEW BLDG FUND	D	2,091.34	20,913.36	18,822.02
11152441 BUILDING FUND	522000 RETIREMENT CONTRIB		ENGINEERING TO NEW BLDG FUND	I	2,091.34	-	2,091.34
0154161 ENGINEERING	523000 LIFE/HEALTH INSURANCE		ENGINEERING TO NEW BLDG FUND	D	3,841.45	38,414.47	34,573.02
11152441 BUILDING FUND	523000 LIFE/HEALTH INSURANCE		ENGINEERING TO NEW BLDG FUND	I	3,841.45	-	3,841.45
			TRANSFERS FROM GF TXFRS OUT				
0158188 INTERFUND TXFRS	581125 TXFR TO TECH FUND		10% OF BLDG PERMIT FEES TO TECH FUND	D	50,200.00	120,459.00	70,259.00
11158188 INTERFUND TXFRS	581125 TXFR TO TECH FUND		10% OF BLDG PERMIT FEES TO TECH FUND	I	50,200.00		50,200.00
0158188 INTERFUND TXFRS	581111 TXFR TO 111		BALANCE REVS VS EXPS	I	345,765.41	-	345,765.41
11158188 INTERFUND TXFRS	381111 TXFR IN FROM 01		BALANCE REVS VS EXPS	I	345,765.41	-	345,765.41

Created by: _____
 Entered by: _____
 Approved by: _____

Initials

Date

Note

Establish Building Fund by transferring in current budget from General Fund from accounts used to enforce Florida Building Code.

07/28/2021 CURRENT BUDGET - AMOUNTS TO TRANSFER INTO BLDG FUND

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	REVISED BUDGET	BLDG FUND ACCOUNTS
01	01300	311100	CURRENT AD VALOREM TAXES	(8,099,316)	
01	01300	311200	PRIOR YEAR AD VALOREM TAXES	(5,000)	
01	01300	311300	AD VALOREM INT/PEN/DISC	-	
01	01300	312410	LOCAL OPTION GAS TAX#1	(480,558)	
01	01300	312420	LOCAL OPTION GAS TAX#2	(215,737)	
01	01300	312630	OKAL 1/2 PENNY SALES TAX	(1,065,819)	
01	01300	315100	COMMUNICATIONS SERVICES TAXES	(870,230)	
01	01300	316000	LOCAL BUSINESS TAX RECEIPT	(128,187)	
01	01300	316300	DELQ LCL BUSINESS TAX RCPT	(500)	
01	01300	322000	BUILDING PERMIT FEES	(502,000)	100% TO 111300-322000 BLDG PERMIT FEES
01	01300	323100	ELECTRIC FRANCHISE	(1,674,299)	
01	01300	323400	GAS FRANCHISE FEES	(229,279)	
01	01300	323700	SOLID WASTE FRANCHISE	(37,801)	
01	01300	324100	POLICE PROTECTION IMPACT FEES	(500)	
01	01300	324200	NPEB	(500)	
01	01300	324300	ROAD IMPACT FEES	(30,000)	
01	01300	324600	LIBRARY IMPACT FEES	(3,000)	
01	01300	324601	RECREATION IMPACT FEES	(10,000)	
01	01300	325100	SPECIAL ASSESSMENT-CAP IMPRV	-	
01	01300	329400	LIVERY VESSEL PERMIT FEE	(32,108)	
01	01300	329500	RENTAL REGISTRATION FEE	(510,000)	
01	01300	329502	ZONING REVIEW FEES	(107,410)	
01	01300	329503	R-O-W PERMIT FEES	(48,000)	
01	01300	329504	BEACH VENDOR PERMIT	(2,921)	
01	01300	329505	PLAN REVIEW FEE	(900)	100% TO 111300-329505 PLAN REVIEW FEES 100% TO 111300-329506 CONTRACTORS
01	01300	329506	CONTRACTORS' REGISTRATION	(1,756)	REGISTRATION
01	01300	329507	MARINE APPLICATION FEES	(2,150)	
01	01300	331500	FEDERAL GRANTS/FEMA	(39,750)	
01	01300	334490	GRANTS/MEDIAN MAINTENANCE	(30,500)	
01	01300	334492	TRAFFIC SIGNAL/HWY LGT MAINT	(115,000)	
01	01300	334720	FDEP OPS LEONARD DESTIN PARK	(83,236)	
					
			Total 01300 REVENUE	(28,513,747)	
01	0151430	531001	CITY ATTORNEY	162,100	
01	0151430	531002	LABOR ATTORNEY	12,900	
01	0151430	531003	LAND USE ATTORNEY	232,600	\$12,000 TO BLDG FUND
01	0151430	531004	FRANCHISE ATTORNEY	38,000	
01	0151430	531005	MISCELLANEOUS REPRESENTATION	128,700	
			Total 0151430 LEGAL SERVICES	574,300	
01	0151531	512000	REGULAR SALARIES	403,291	33% OF DIRECTOR AND 50% OF AA = \$51,370
01	0151531	514000	OVERTIME PAY	115	
01	0151531	521000	FICA TAXES	5,849	33% OF DIRECTOR AND 50% OF AA = \$745
01	0151531	522000	RETIREMENT CONTRIBUTIONS	50,426	33% OF DIRECTOR AND 50% OF AA=\$6420
01	0151531	523000	LIFE/HEALTH INSURANCE	122,453	33% OF DIRECTOR AND 50% OF AA=\$12,705
01	0151531	527000	OTHER BENEFITS (RELO)	-	
01	0151531	531000	PROFESSIONAL SERVICES	262,700	
01	0151531	531001	HARBOR DISTRICT IMPRV/DESIGN	-	
01	0151531	534000	CONTRACT SERVICES	43,300	
01	0151531	540000	TRAVEL/PER DIEM	5,200	
01	0151531	545000	RISK MANAGEMENT INSURANCE	4,397	
01	0151531	546000	REPAIRS AND MAINTENANCE	200	

01	0151531	547000	PRINTING AND BINDING	2,100	
01	0151531	549001	MERCHANT SERVICES	17,500	
01	0151531	551000	OFFICE SUPPLIES	5,200	
01	0151531	552000	OPERATING SUPPLIES	22,000	
01	0151531	554000	BOOKS, SUBS, MEMBERSHIPS	2,600	
01	0151531	555000	TRAINING	6,900	
			Total 0151531 COMMUNITY DEVELOPN	954,231	
01	0152441	512000	REGULAR SALARIES	391,154	100% TO BLDG FUND
01	0152441	514000	OVERTIME PAY	2,779	100% TO BLDG FUND
01	0152441	521000	FICA TAXES	5,712	100% TO BLDG FUND
01	0152441	522000	RETIREMENT CONTRIBUTIONS	49,242	100% TO BLDG FUND
01	0152441	523000	LIFE/HEALTH INSURANCE	88,333	100% TO BLDG FUND
01	0152441	540000	TRAVEL/PER DIEM	6,200	100% TO BLDG FUND
01	0152441	541025	IT COMMUNICATIONS	8,317	100% TO BLDG FUND
01	0152441	544025	IT-RENTS AND LEASES	8,640	100% TO BLDG FUND
01	0152441	545000	RISK MANAGEMENT INSURANCE	18,434	100% TO BLDG FUND
01	0152441	546000	REPAIRS AND MAINTENANCE	125	100% TO BLDG FUND
01	0152441	547000	PRINTING AND BINDING	1,600	100% TO BLDG FUND
01	0152441	549001	MERCHANT SERVICES	40,000	100% TO BLDG FUND
01	0152441	552000	OPERATING SUPPLIES	1,830	100% TO BLDG FUND
01	0152441	552025	OPS SOFTWARE & WORKSTATIONS	12,331	100% TO BLDG FUND
01	0152441	554000	BOOKS, SUBS, MEMBERSHIPS	3,745	100% TO BLDG FUND
01	0152441	555000	TRAINING	4,550	100% TO BLDG FUND
			Total 0152441 BUILDING INSPECTIONS	642,992	
01	0152442	512000	REGULAR SALARIES	349,409	10% TO BLDG FUND
01	0152442	514000	OVERTIME PAY	6,951	
01	0152442	521000	FICA TAXES	5,875	10% TO BLDG FUND
01	0152442	522000	RETIREMENT CONTRIBUTIONS	43,118	10% TO BLDG FUND
01	0152442	523000	LIFE/HEALTH INSURANCE	112,433	10% TO BLDG FUND
01	0152442	531000	PROFESSIONAL SERVICES	18,000	
01	0152442	534000	CONTRACT SERVICES	4,800	
01	0152442	540000	TRAVEL/PER DIEM	20,050	
01	0152442	541025	IT COMMUNICATIONS	8,443	
01	0152442	544025	IT-RENTS AND LEASES	3,240	
01	0152442	545000	RISK MANAGEMENT INSURANCE	21,586	
01	0152442	546000	REPAIRS AND MAINTENANCE	-	
01	0152442	547000	PRINTING AND BINDING	3,600	
01	0152442	549000	OTHER CURRENT CHARGES	-	
01	0152442	549001	MERCHANT SERVICES	24,000	
01	0152442	551000	OFFICE SUPPLIES	-	
01	0152442	552000	OPERATING SUPPLIES	11,600	
01	0152442	552025	OPS SOFTWARE & WORKSTATIONS	12,519	
01	0152442	554000	BOOKS, SUBS, MEMBERSHIPS	720	
01	0152442	555000	TRAINING	14,116	
01	0152442	512000	REGULAR SALARIES	-	
01	0152442	514000	OVERTIME PAY	-	
01	0152442	523000	LIFE/HEALTH INSURANCE	-	
			Total 0152442 CODE COMPLIANCE	660,460	
01	0154161	512000	REGULAR SALARIES	167,307	10% TO BLDG FUND
01	0154161	514000	OVERTIME PAY	-	
01	0154161	521000	FICA TAXES	2,426	10% TO BLDG FUND
01	0154161	522000	RETIREMENT CONTRIBUTIONS	20,913	10% TO BLDG FUND
01	0154161	523000	LIFE/HEALTH INSURANCE	38,414	10% TO BLDG FUND
01	0154161	531000	PROFESSIONAL SERVICES	41,200	
01	0154161	531001	PROF SERV CONSOLIDATED ENG/CM	115,952	
01	0154161	540000	TRAVEL/PER DIEM	900	
01	0154161	546000	REPAIRS AND MAINTENANCE	1,000	
01	0154161	547000	PRINTING AND BINDING	100	
01	0154161	547001	NPDES PUBLIC INFORMATION	500	

01	0154161	551000	OFFICE SUPPLIES	700	
01	0154161	552000	OPERATING SUPPLIES	2,000	
01	0154161	554000	BOOKS, SUBS, MEMBERSHIPS	2,100	
01	0154161	555000	TRAINING	800	
			Total 0154161 ENGINEERING	394,313	
01	0158188	581005	TRANSFER OUT TO INFRA R&R GT#1	480,558	
01	0158188	581111	TXFR OUT TO BUILDING FUND	-	
					\$50,200 (10% OF BLDG PERMIT FEES) TO
01	0158188	581125	TRANSFER TO TECH FUND	120,459	11158188-581125 TXFR TO TECH FUND
01	0158188	581213	TRANSFER OUT FOR 213 DEBT SERV	555,913	
01	0158188	581221	TXFR TO 2021 DEBT SVC	364,669	
01	0158188	581300	TRANSFER OUT TO FACILITIES R&R	2,064,000	
01	0158188	581305	TXFR OUT TO 305	2,676,254	
01	0158188	581321	TXFR OKA 1/2 PENNY	1,065,819	
01	0158188	581501	TXFR POLICE IMPACT FEES	500	
01	0158188	581502	TXFR NPEB	500	
01	0158188	581503	TXFR ROAD/TRAFFIC IMPACT	30,000	
01	0158188	581504	TXFR LIBRARY IMPACT FEES	3,000	
01	0158188	581505	TXFR PARK IMPACT FEES	10,000	
01	0158188	581509	TXFR GAX TAX#2	215,737	
01	0158188	581305	TXFR OUT TO 305	6,254,000	
01	0158188	581325	TDC CAPITAL PROJECT GRANT	-	
01	0158188	581323	TXFR RESTORE PARK GRANT	1,216,530	
01	0158188	581305	TXFR OUT TO 305	2,700,000	
01	0158188	581324	FEMA CTP SEAWALL	-	
01	0158188	581305	TXFR OUT TO 305	75,272	
01	0158188	581327	TXFR RESTORE CT PARK GRANT	729,918	
01	0158188	581305	TXFR OUT TO 305	-	
01	0158188	581322	TXFR NFWF RESTORE	374,025	
01	0158188	581305	TXFR OUT TO 305	40,716	
			Total 0158188 INTERFUND TRANSFERS	18,977,870	
01			Total 01 GENERAL FUND	4,861,258	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.B.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: July 27, 2021

SUBJECT: 1st Quarter Financial/Investment Report

I. BACKGROUND:

Attached for your review is the current quarterly investment report with schedules showing the current status of the City investment accounts with Raymond James. Summary tables of activity are provided in the Discussion section below.

II. DISCUSSION: The City Investment report is for the period ending June 30, 2021. The investment account is split into five subaccounts in accordance with Resolution 12-12. The Emergency Operations account is to be maintained at a value equivalent to three months of operating costs (\$3.6m). The Emergency Maintenance account should have a balance similar to the Emergency Operations account (\$3.6m). The Debt Service account should hold a balance equivalent to one year of debt service (\$1.1m). Additional excess funds are invested into the Alternative Investments account and into a CD account. Certificates of Deposit (CDs) are maintained at a variety of banks in amounts not to exceed the FDIC insured balance (\$250,000) at each institution. Investments are made with that stated objectives and criteria outlined in Resolution 12-12 with the priorities being: safety, diversification, liquidity, public trust, and prudence.

In December 2020, staff worked with Raymond James to reallocate the investments to bring the subaccounts into compliance with Resolution 12-12. After the subaccounts for Emergency Operations, Emergency Maintenance and Debt Service increased to their proper balances, staff invested an additional \$5 million of excess cash not budgeted for expenditure this fiscal year into the subaccounts "Alternative investments" and "Certificates of Deposit".

Table 1 lists the balances by subaccount from inception (May 2013) side by side with the end of FY 2020 and balances of the through the current period ending June 30, 2021.

Table 1: Current value by subaccount

Investment Fund	May 2013	September 30, 2020	June 30, 2021	'FY % change (June-Sept)/Sept
Emergency Ops	\$1,250,000	\$1,389,461	\$ 3,656,578	163%
Emergency Maint	\$1,350,000	\$1,491,340	\$ 3,657,882	145%
Debt Service	\$338,000	\$307,396	\$ 1,101,138	258%
Alt Investments	\$3,433,000	\$4,149,145	\$ 5,426,454	31%
CDs*	\$2,951,000	\$3,185,043	\$ 1,906,148	-40%
TOTAL	\$ 9,322,000	\$ 10,522,385	\$ 15,748,201	

Table 2 shows the amounts we have invested by major investment type. Table 2 excludes cash balances that may be in the investment accounts. Cash balances vary with the timing of maturities and re-investment.

Table 2: City Investments as of June 30, 2021

Investments	Maturity	Rating	Fair Value
US Treasuries	11/30/22-11/15/29	AAA	\$1,359,084
Mortgage and Asset back securities	09/01/21-04/01/40	AA+ to AAA	9,469,154
Investment grade corporate bonds	09/16/21-12/15/30	BBB- to AA+	2,485,248
FDIC Insured certificates of deposit	07/12/21-12/18/23		1,728,000
TOTAL INVESTMENTS			\$15,041,485

Table 3 summarizes account activity for the fiscal year to date (October 1, 2020 – June 30, 2021).

Table 3: FY 2021 Additions and Deductions

	FY2021 YTD
Additions	
Contributions	\$ 5,000,000
Interest Earnings	168,331
Unrealized gain/(loss)	98,550
Total Additions	\$ 5,266,881
Deductions	
Investment Admin Expenses	\$ 41,064
Total Deductions	\$ 41,064
Net Change	\$ 5,225,816
Beginning Balance, Oct 1	\$ 10,522,385
Ending Balance, June 30	\$ 15,748,201

During Fiscal Year 2021, the City has realized income in the amount of \$168,331 and has seen

an unrealized increase in the market value of \$98,550. The City has paid investment fees of \$41,064 for the fiscal year through June 2021. The total cumulative market value gain on the City's investments (FY2013 to June 2021) is \$1,206,451.

A current market report as of June 30, 2021 produced by Raymond James is attached as supplemental information regarding these investments. The report shows results on a calendar year basis instead of on a fiscal year basis.

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

Objective 1A1 Implement an investment and reserve policy that ensures responsible fiscal management and long-term organizational sustainability.

B. Effect on Budget (EOB): This item is for information only and has no effect on the FY2021 Budget.

C. Level of Service (LOS): This report provides the City Council with the current financial condition of the City.

III. CONCLUSION: The City is currently receiving the budget revenue and expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION: No motion is required for this item.

Attachments:

1. City of Destin JUN 2021



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Associate Vice President, Investments

July 27, 2021

Krystal:

Attached is the City's most recent quarterly report for the period ending 6/30/2021.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City Resolutions 12-12 & 13-04**

Allowable investments are restricted to:

- Bank deposits at Qualified Public Depository
- Money Market Instruments
- Certificates of Deposit (FDIC-insured CDs)
- U.S. Treasuries
- Government Agency Bonds
- Mortgage Backed Securities
- Investment Grade Corporate Bonds
- Asset Backed Securities

- **Compliance with City's stated Investment Objectives and Criteria (City Resolution 12-12)**

- Safety, diversification, liquidity, public trust, prudence (as defined in Resolution 12-12)
- "Market rate of return" – with the objective of regularly exceeding the average rate of return on a six month U.S. Treasury Bill.

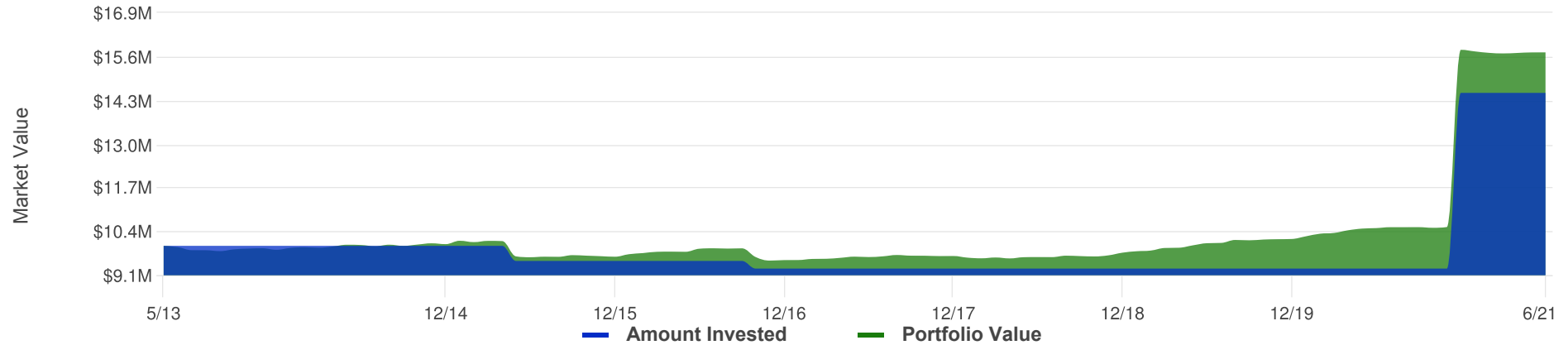
Value Over Time as of Jul 13, 2021

City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Value Over Time

5/3/13 - 6/30/21



	Beginning Market Value	Contributions/ Withdrawals	Income	Change in Market Value	Ending Market Value	Investment Results	Time-Weighted (Net of Fees) Performance	Annualized* Performance
Total Portfolio	\$10,000,000.00	\$4,557,164.23	\$15,995,817.06	(\$14,789,365.66)	\$15,763,615.63	\$1,206,451.40		1.48%
Year to Date (12/31/2020 - 6/30/2021)	\$15,840,260.12	\$0.00	\$1,566,583.18	(\$1,643,227.67)	\$15,763,615.63	(\$76,644.49)	(0.48%)	1.48%
2020	\$10,204,966.41	\$5,234,644.08	\$1,859,129.71	(\$1,458,480.08)	\$15,840,260.12	\$400,649.63	3.69%	1.64%
2019	\$9,796,723.09	\$0.00	\$1,879,327.34	(\$1,471,084.02)	\$10,204,966.41	\$408,243.32	4.17%	1.34%
2018	\$9,697,274.91	\$0.00	\$1,732,678.94	(\$1,633,230.76)	\$9,796,723.09	\$99,448.18	1.03%	0.85%
2017	\$9,575,633.36	\$0.05	\$2,110,544.62	(\$1,988,903.12)	\$9,697,274.91	\$121,641.50	1.27%	0.82%
2016	\$9,676,426.31	(\$228,000.00)	\$2,100,089.19	(\$1,972,882.14)	\$9,575,633.36	\$127,207.05	1.29%	0.69%
2015	\$10,051,869.42	(\$449,479.90)	\$1,813,360.59	(\$1,739,323.80)	\$9,676,426.31	\$74,036.79	0.73%	0.47%
2014	\$9,883,023.75	\$0.00	\$1,686,696.01	(\$1,517,850.34)	\$10,051,869.42	\$168,845.67	1.71%	0.31%

Value Over Time_{as of Jul 13, 2021}



City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

	Beginning Market Value	Contributions/ Withdrawals	Income	Change in Market Value	Ending Market Value	Investment Results	Time-Weighted (Net of Fees) Performance	Annualized* Performance
2013 (5/03/2013 - 12/31/2013)	\$10,000,000.00	\$0.00	\$1,247,407.48	(\$1,364,383.73)	\$9,883,023.75	(\$116,976.25)	(1.17%)	(1.17%)

*Returns are annualized for periods greater than one year.

Performance Analysis as of Jul 13, 2021

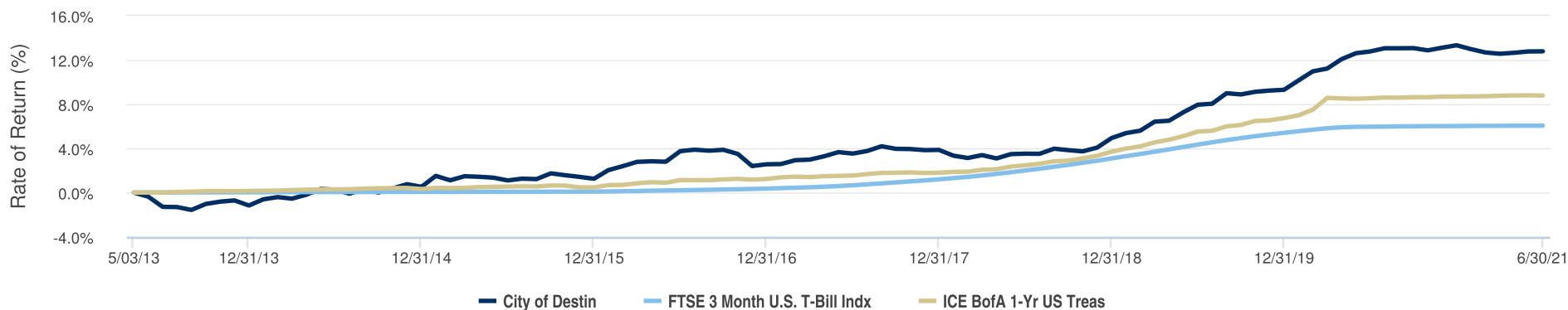
City of Destin

BRIAN HAUGEN, STEVE CANN
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Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 6/30/2021: \$15,763,615.63



The Cumulative Return is charted above.

	YTD 12/31/20 6/30/21	Last 3 Years* 6/30/18 6/30/21	Since Inception* 5/03/13 6/30/21
City of Destin	(0.48%)	2.89%	1.48%
FTSE 3 Month U.S. T-Bill Indx	0.03%	1.31%	0.72%
ICE BofA 1-Yr US Treas	0.09%	2.01%	1.04%
S&P 500 Total Return Indx	15.25%	18.65%	15.02%
BBG Barclays US Agg Bd	(1.60%)	5.34%	2.95%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

©2021 Raymond James & Associates, Inc., member New York Stock Exchange/SIPC. Investment products are: not deposits, not FDIC/NCUA insured, not insured by any government agency, not bank guaranteed, subject to risk and may lose value.

Alex. Brown a division of Raymond James.

The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Report ID: a_113652_1626235200000_1626291432203_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and

appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

This analysis is for informational purposes only and is intended to be used as part of a complete portfolio review with your financial advisor. The data provided in the asset allocation analysis is subject to inherent limitations and is not guaranteed to represent actual asset class exposure(s) within your account(s) at the time of calculation. See raymondjames.com/asset-allocation/faq to learn more. Raymond James and Morningstar data are subject to the availability of fund filings as well as internal analysis and may not represent real-time allocations.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
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An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although these funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in them.

Benchmark Information

BBG Barclays US Agg Bd - The Bloomberg Barclays U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

FTSE 3 Month U.S. T-Bill Indx - This index is a measurement of the movement of 3-month T-Bills. The income used to calculate the monthly return is derived by subtracting the original amount invested from the maturity value.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

Emergency Operating Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 06/30/2021)	2.260	01/26/2027	3,542	102.996	3,656,577.96			1.732	0.479	2.196	1.989	100.00
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	07/01/2021	25	100.000	24,696.79	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	0.68
<u>ABS</u>												
-												
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	71	101.680	72,276.82	Aaa	AAA	0.620	0.151	2.793	0.619	1.98
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	53	101.720	53,949.58		AAA	1.110	0.188	1.691	1.121	1.48
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	49	101.530	50,056.98	Aaa	AAA	0.870	1.304	3.004	0.879	1.37
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	17	102.080	17,393.76	Aaa		1.270	0.274	1.851	1.290	0.48
34528FAD0 - FORDO 2018-1 A3	3.030	09/15/2022	5	100.300	5,043.98	Aaa	AAA	0.170	1.354	3.021	0.181	0.14
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	100.490	73,379.00	Aaa		2.190	0.477	0.697	2.210	2.01
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	67	100.240	67,172.53	Aaa	AAA	2.260	0.343	0.449	2.279	1.84
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/21/2025	73	99.930	73,003.10	Aaa	AAA	2.430	0.299	0.270	2.440	2.00
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	28	100.320	28,096.02		AAA	1.480	0.335	0.548	1.501	0.77
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	72	99.890	71,925.42	Aaa	AAA	3.180	0.365	0.330	3.200	1.97
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/20/2025	36	100.160	36,061.70		AAA	1.780	0.322	0.409	1.789	0.99
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.333	04/20/2023	24	100.050	24,472.54	Aaa	AAA	0.050	0.117	0.333	0.200	0.67
98162YAD5 - WOART 2019-A A3 3.04% 05/15/2024	3.040	05/15/2024	29	101.530	29,387.00	Aaa	AAA	0.920	1.407	2.994	0.940	0.80
<u>Agencies</u>												
-												
3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	55	100.740	55,431.83	Aaa	AAA	0.473	0.057	1.613	0.474	1.52
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	70	101.910	71,692.59	Aaa	AAA	1.618	0.201	1.349	1.636	1.96
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	105	99.810	104,818.73	Aaa	AAA	1.859	0.227	0.125	1.860	2.87
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	27	102.300	27,748.50	Aaa	AA+	1.254	0.177	1.955	1.266	0.76
3137EAET2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	27	100.020	27,019.93	Aaa	AA+	1.069	0.106	0.125	1.068	0.74
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	99.980	144,097.21	Aaa	AAA	2.051	0.259	0.250	2.150	3.94
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	203	101.940	207,301.91	Aaa		0.457	0.066	4.218	0.460	5.67
742651DR0 - Private Expt Fdg Corp Sr Sec Nt2.05%22 Sr Sec	2.050	11/15/2022	37	102.260	37,931.02	Aaa		1.362	0.400	2.005	1.378	1.04
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	144	107.690	157,416.61	Aaa		2.455	0.501	3.296	2.544	4.31
<u>CMBS</u>												
-												
3137B3NX2 - FHLMC Remic Series K-031 20230425 Flt a-2	3.300	04/01/2023	77	104.880	80,962.29	Aaa	AAA	1.710	0.397	3.146	1.753	2.21
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	14	102.220	14,449.46	Aaa	AAA	0.870	0.246	2.950	0.879	0.40
<u>CMO</u>												
-												
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	82	102.270	84,086.87	Aaa	AAA	1.470	0.909	2.445	1.551	2.30
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	152	104.220	158,245.64	Aaa	AAA	2.480	0.586	1.919	3.121	4.33
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.442	03/25/2039	6	100.040	6,184.77	Aaa	AAA	0.150	0.350	0.441	0.411	0.17
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	1	100.600	1,011.58	Aaa	AA+	0.400	0.308	1.988	0.400	0.03
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	100.360	28.46	Aaa	AA+	0.220	0.877	2.989	0.219	0.00
3137AFUE0 - FHLMC Remic Series 3942 20211015 2.00000 Ac	2.000	10/01/2021	1	100.170	680.74	Aaa	AA+	0.150	0.372	1.997	0.151	0.02
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	61	102.200	62,404.73	Aaa	AAA	2.010	0.647	1.712	2.079	1.71
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	61	104.390	63,307.15	Aaa	AAA	0.810	0.298	2.874	1.671	1.73

Emergency Operating Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 06/30/2021)	2.260	01/26/2027	3,542	102.996	3,656,577.96			1.732	0.479	2.196	1.989	100.00
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	151	102.690	154,987.29	Aaa	AAA	1.970	0.678	1.948	2.120	4.24
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	62	105.720	65,757.33	Aaa	AA+	1.510	0.653	3.429	1.989	1.80
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	19	112.180	21,414.67	Aaa	AAA	2.760	1.043	4.903	2.891	0.59
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	25	102.890	25,688.80	Aaa	AA+	1.160	0.389	2.916	1.189	0.70
31398CUT3 - FHLMC Remic Series 3531 20390115 3.00000 Ea	3.000	01/01/2039	4	100.680	4,258.35	Aaa	AA+	0.170	-0.633	2.980	0.219	0.12
31398FN98 - FNMA Remic Trust 2009-87 20370825 5.00000 Qa	5.000	08/01/2037	7	104.100	7,122.77	Aaa	AA+	0.500	0.271	4.803	0.940	0.19
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	30	111.370	33,708.49	Aaa	AA+	1.900	1.654	6.734	2.049	0.92
MBS												
-												
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	112	105.500	118,148.19	Aaa	AAA	1.840	1.048	2.844	2.951	3.23
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/01/2031	93	104.810	97,542.12	Aaa	AAA	2.140	0.825	2.385	2.989	2.67
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	42	103.560	43,163.32	Aaa	AAA	2.500	0.809	1.931	3.159	1.18
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	34	106.760	36,466.30	Aaa	AAA	1.540	0.326	4.215	1.701	1.00
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	18	104.200	19,032.39	Aaa	AAA	0.870	-0.122	4.798	0.879	0.52
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	21	106.580	22,335.89	Aaa	AAA	1.440	0.338	4.222	1.660	0.61
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	02/01/2035	20	104.740	20,654.00	Aaa	AAA	2.040	0.675	2.387	2.730	0.56
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	68	106.930	72,429.23	Aaa	AAA	1.400	0.751	3.741	2.251	1.98
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	102	102.410	104,973.06	Aaa	AAA	2.600	0.681	1.465	3.110	2.87
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	85	106.280	90,624.48	Aaa	AAA	1.440	0.233	4.234	1.551	2.48
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	29	106.020	30,951.79	Aaa	AAA	2.260	1.635	3.301	3.529	0.85
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	118	105.630	125,323.66	Aaa	AAA	1.550	0.852	2.840	2.770	3.43
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	70	102.410	71,318.86	Aaa	AAA	2.750	0.740	1.465	3.359	1.95
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	71	104.780	74,484.26	Aaa	AAA	1.220	0.504	4.295	1.279	2.04
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	37	108.660	40,177.95	Aaa	AAA	2.270	0.207	3.221	2.699	1.10
Treasuries												
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912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	247	102.590	253,802.22	U.S./#Aaa	U.S.	1.406	0.170	1.950	1.419	6.94
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	26	104.700	27,464.40	U.S./#Aaa	U.S.	2.084	0.282	2.388	2.126	0.75
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	99.350	145,119.06	U.S./#Aaa	U.S.	2.601	0.374	0.126	2.628	3.97
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	18	99.400	17,893.84	U.S./#Aaa	U.S.	2.961	0.454	0.252	2.959	0.49

Emergency Maintenance Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 06/30/2021)	2.216	10/28/2026	3,547	102.906	3,657,882.07			1.672	0.454	2.155	1.909	100.00
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	07/01/2021	105	100.000	104,613.19	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	2.86
<u>ABS</u>												
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12652VAC1 - Cnh Equipment Trust 3.12% 07/17/2023	3.120	07/15/2023	14	100.960	13,864.01	Aaa	AAA	0.450	1.004	3.090	0.460	0.38
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	71	101.680	72,276.82	Aaa	AAA	0.620	0.151	2.793	0.619	1.98
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	70	101.720	71,254.16		AAA	1.110	0.188	1.691	1.121	1.95
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	49	101.530	50,056.99	Aaa	AAA	0.870	1.304	3.004	0.879	1.37
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	18	102.080	18,416.93	Aaa		1.270	0.274	1.851	1.290	0.50
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	100.490	73,378.99	Aaa		2.190	0.477	0.697	2.210	2.01
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	67	100.240	67,172.53	Aaa	AAA	2.260	0.343	0.449	2.279	1.84
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/21/2025	73	99.930	73,003.10	Aaa	AAA	2.430	0.299	0.270	2.440	2.00
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	30	100.320	30,102.88		AAA	1.480	0.335	0.548	1.501	0.82
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	73	99.890	72,924.38	Aaa	AAA	3.180	0.365	0.330	3.200	1.99
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/20/2025	72	100.160	72,123.40		AAA	1.780	0.322	0.409	1.789	1.97
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.333	04/20/2023	26	100.050	25,651.94	Aaa	AAA	0.050	0.117	0.333	0.200	0.70
<u>Agencies</u>												
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3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	60	100.740	60,471.08	Aaa	AAA	0.473	0.057	1.613	0.474	1.65
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	110	99.810	109,810.10	Aaa	AAA	1.859	0.227	0.125	1.860	3.00
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	50	102.300	51,386.11	Aaa	AA+	1.254	0.177	1.955	1.266	1.40
3137EAET2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	29	100.020	29,021.41	Aaa	AA+	1.069	0.106	0.125	1.068	0.79
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	99.980	144,097.21	Aaa	AAA	2.051	0.259	0.250	2.150	3.94
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	208	101.940	212,407.86	Aaa		0.457	0.066	4.218	0.460	5.81
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	149	107.690	162,882.46	Aaa		2.455	0.501	3.296	2.544	4.45
<u>CMBS</u>												
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3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	8	102.220	7,690.84	Aaa	AAA	0.870	0.246	2.950	0.879	0.21
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	75	106.770	80,288.35	Aaa	AAA	2.290	0.528	3.269	2.380	2.19
<u>CMO</u>												
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3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	82	102.270	84,086.87	Aaa	AAA	1.470	0.909	2.445	1.551	2.30
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	160	104.220	167,207.40	Aaa	AAA	2.480	0.586	1.919	3.121	4.57
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.442	03/25/2039	7	100.040	6,645.33	Aaa	AAA	0.150	0.350	0.441	0.411	0.18
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	1	100.600	1,057.57	Aaa	AA+	0.400	0.308	1.988	0.400	0.03
3137A2ZM6 - FHLMC Remic Series 3763 20250515 2.50000 NE	2.500	05/01/2025	2	100.230	2,192.28	Aaa	AA+	0.130	0.190	2.494	0.140	0.06
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	100.360	29.06	Aaa	AA+	0.220	0.877	2.989	0.219	0.00
3137AFUE0 - FHLMC Remic Series 3942 20211015 2.00000 Ac	2.000	10/01/2021	1	100.170	731.16	Aaa	AA+	0.150	0.372	1.997	0.151	0.02
3137AWNN1 - FHLMC Remic Series 4136 20260115 3.00000 VJ	3.000	01/01/2026	32	103.630	32,918.20	Aaa	AAA	1.920	1.316	2.895	2.260	0.90
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	68	102.200	69,301.21	Aaa	AAA	2.010	0.647	1.712	2.079	1.89
3137B2NA4 - FHLMC Remic Series 4219 20390815 3.50000 Ja	3.500	08/01/2039	20	100.950	20,423.57	Aaa	AAA	0.060	0.335	3.467	0.340	0.56
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	60	104.390	63,132.75	Aaa	AAA	0.810	0.298	2.874	1.671	1.73

Emergency Maintenance Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	
DESTCT - City of Destin (Prices as of 06/30/2021)	2.216	10/28/2026	3,547	102.906	3,657,882.07				1.672	0.454	2.155	1.909	100.00
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	151	102.690	155,216.55	Aaa	AAA	1.970	0.678	1.948	2.120	4.24	
3137BGVZ9 - FHLMC Remic Series 4447 20330215 3.00000 Ba	3.000	02/01/2033	15	101.410	15,350.91	Aaa	AAA	0.070	0.545	2.958	0.619	0.42	
3137GAA49 - FHLMC Remic Series 3726 20250415 3.50000 Ka	3.500	04/01/2025	2	99.980	1,602.19	Aaa	AAA	0.040	0.713	3.501	0.041	0.04	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	62	105.720	65,757.33	Aaa	AA+	1.510	0.653	3.429	1.989	1.80	
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	20	112.180	23,001.72	Aaa	AAA	2.760	1.043	4.903	2.891	0.63	
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	20	102.890	20,350.87	Aaa	AA+	1.160	0.389	2.916	1.189	0.56	
31398VUJ3 - FHLMC Remic Series 3659 20250415 4.00000 Dy	4.000	04/01/2025	10	102.170	9,944.85	Aaa	AA+	0.620	0.396	3.915	0.649	0.27	

MBS

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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	112	105.500	118,148.19	Aaa	AAA	1.840	1.048	2.844	2.951	3.23
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	45	103.560	46,483.58	Aaa	AAA	2.500	0.809	1.931	3.159	1.27
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	16	104.200	17,234.73	Aaa	AAA	0.870	-0.122	4.798	0.879	0.47
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	15	106.580	16,064.24	Aaa	AAA	1.440	0.338	4.222	1.660	0.44
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	67	106.930	71,690.15	Aaa	AAA	1.400	0.751	3.741	2.251	1.96
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	102	102.410	104,973.06	Aaa	AAA	2.600	0.681	1.465	3.110	2.87
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	136	106.280	145,376.76	Aaa	AAA	1.440	0.233	4.234	1.551	3.97
31410GCD3 - FNMA Pass-Thru Int 15 Year 5.500 20210901 5.	5.500	09/01/2021	0	99.890	0.42	Aaa	AAA	0.140	3.799	5.506	0.151	0.00
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	09/01/2036	46	107.740	49,788.73	Aaa	AAA	2.560	1.315	3.249	3.811	1.36
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	111	105.630	118,013.10	Aaa	AAA	1.550	0.852	2.840	2.770	3.23
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	35	102.410	36,161.68	Aaa	AAA	2.750	0.740	1.465	3.359	0.99
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	71	104.780	74,484.26	Aaa	AAA	1.220	0.504	4.295	1.279	2.04
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	08/01/2025	49	104.780	51,075.77	Aaa	AAA	1.490	0.789	3.818	1.570	1.40
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	40	108.660	43,268.56	Aaa	AAA	2.270	0.207	3.221	2.699	1.18

Treasuries

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912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	245	102.590	251,747.14	U.S./#Aaa	U.S.	1.406	0.170	1.950	1.419	6.88
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	25	104.700	26,408.08	U.S./#Aaa	U.S.	2.084	0.282	2.388	2.126	0.72
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	99.350	145,119.06	U.S./#Aaa	U.S.	2.601	0.374	0.126	2.628	3.97

Debt Service Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	
DESTCI - City of Destin (Prices as of 06/30/2021)	2.154	04/23/2026	1,069	102.787	1,101,138.04				1.676	0.448	2.097	1.886	100.00
<u>Cash</u>													
-													
CASHCASH6 - OPENING BALANCE	0.000	07/01/2021	15	100.000	14,867.82	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.35	
<u>ABS</u>													
-													
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	21	101.680	21,377.65	Aaa	AAA	0.620	0.151	2.793	0.619	1.94	
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	21	101.720	21,376.25		AAA	1.110	0.188	1.691	1.121	1.94	
14314XAC3 - CARMX 2018-2 A3 2.98% 01/17/2023	2.980	01/15/2023	13	100.450	13,109.50	Aaa	AAA	0.260	1.280	2.967	0.260	1.19	
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	18	101.530	18,539.63	Aaa	AAA	0.870	1.304	3.004	0.879	1.68	
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	20	102.080	20,463.25	Aaa		1.270	0.274	1.851	1.290	1.86	
34528FAD0 - FORDO 2018-1 A3	3.030	09/15/2022	1	100.300	733.68	Aaa	AAA	0.170	1.354	3.021	0.181	0.07	
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	17	100.490	17,088.26	Aaa		2.190	0.477	0.697	2.210	1.55	
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	20	100.240	20,051.50	Aaa	AAA	2.260	0.343	0.449	2.279	1.82	
43813KAC6 - Honda Auto Recv 2020-3 A3	0.370	10/18/2024	10	100.130	10,014.23		AAA	1.950	0.304	0.370	1.970	0.91	
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	6	100.320	6,020.58		AAA	1.480	0.335	0.548	1.501	0.55	
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	22	99.890	21,977.21	Aaa	AAA	3.180	0.365	0.330	3.200	2.00	
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/20/2025	11	100.160	11,018.85		AAA	1.780	0.322	0.409	1.789	1.00	
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.333	04/20/2023	6	100.050	6,191.85	Aaa	AAA	0.050	0.117	0.333	0.200	0.56	
92349GAA9 - VZOT 2019-B A1A 2.33% 12/20/2023	2.330	12/20/2023	6	101.100	6,069.88	Aaa	AAA	0.470	-0.003	2.305	0.471	0.55	
98161TAD7 - WOART 2017-B A3 1.95% 02/15/2023	1.950	02/15/2023	7	100.330	6,535.97		AAA	0.270	0.724	1.944	0.271	0.59	
98162QAC4 - WOART 2018-B A3 2.87% 07/17/2023	2.870	07/15/2023	11	100.760	10,888.75	Aaa	AAA	0.480	1.309	2.848	0.490	0.99	
<u>Agencies</u>													
-													
3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	10	100.740	10,078.51	Aaa	AAA	0.473	0.057	1.613	0.474	0.92	
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	20	101.910	20,483.60	Aaa	AAA	1.618	0.201	1.349	1.636	1.86	
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	33	99.810	32,943.03	Aaa	AAA	1.859	0.227	0.125	1.860	2.99	
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	12	102.300	12,332.67	Aaa	AA+	1.254	0.177	1.955	1.266	1.12	
3137EAE2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	5	100.020	5,003.69	Aaa	AA+	1.069	0.106	0.125	1.068	0.45	
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	44	99.980	44,029.71	Aaa	AAA	2.051	0.259	0.250	2.150	4.00	
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	42	101.940	42,890.05	Aaa		0.457	0.066	4.218	0.460	3.90	
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	45	107.690	49,192.68	Aaa		2.455	0.501	3.296	2.544	4.47	
880591EN8 - Tennessee Valley Auth -a Bd 1.875%22 -a Bd	1.875	08/15/2022	10	101.950	10,265.31	Aaa	AA+	1.118	0.140	1.839	1.126	0.93	
<u>CMBS</u>													
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3137AYCE9 - FHLMC Remic Series K-025 20221025 2.68200 a-2	2.682	10/01/2022	27	102.730	27,795.43	Aaa	AAA	1.200	0.288	2.611	1.219	2.52	
3137B4WB8 - FHLMC Remic Series K-033 20230725 Flt a-2	3.060	07/01/2023	24	104.870	25,227.96	Aaa	AAA	1.890	0.435	2.918	1.940	2.29	
3137B5KM4 - FHLMC Series K-035 20230325 2.61500 a-1	2.615	03/01/2023	2	101.030	2,088.14	Aaa	AAA	0.500	0.231	2.588	0.510	0.19	
3137BBBC3 - FHLMC Remic Series K-038 20231025 2.60400 a-1	2.604	10/01/2023	10	101.760	10,625.43	Aaa	AAA	0.810	0.231	2.559	0.819	0.96	
3137BLMY1 - FHLMC Remic Series K-049 20250325 2.47500 a-1	2.475	03/01/2025	17	103.940	17,753.96	Aaa	AAA	2.000	0.459	2.381	2.049	1.61	
<u>CMO</u>													
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3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	25	102.270	25,565.61	Aaa	AAA	1.470	0.909	2.445	1.551	2.32	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	46	104.220	47,638.78	Aaa	AAA	2.480	0.586	1.919	3.121	4.33	

Debt Service Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	
DESTCI - City of Destin (Prices as of 06/30/2021)	2.154	04/23/2026	1,069	102.787	1,101,138.04				1.676	0.448	2.097	1.886	100.00
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.442	03/25/2039	2	100.040	2,325.34	Aaa	AAA	0.150	0.350	0.441	0.411	0.21	
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	8	103.420	8,199.77	Aaa	AA+	1.390	0.014	2.417	1.441	0.74	
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	100.600	275.88	Aaa	AA+	0.400	0.308	1.988	0.400	0.03	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	19	102.200	19,343.78	Aaa	AAA	2.010	0.647	1.712	2.079	1.76	
3137B8K89 - FHLMC Remic Series 4317 20230115 2.00000 MT	2.000	01/01/2023	1	100.710	602.65	Aaa	AA+	0.520	0.511	1.986	0.529	0.05	
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	18	104.390	19,009.59	Aaa	AAA	0.810	0.298	2.874	1.671	1.73	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	45	102.690	46,771.31	Aaa	AAA	1.970	0.678	1.948	2.120	4.25	
3137GAA72 - FHLMC Remic Series 3726 20250415 3.00000 Kd	3.000	04/01/2025	0	99.980	66.73	Aaa	AA+	0.040	0.583	3.001	0.041	0.01	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	18	105.720	19,510.42	Aaa	AA+	1.510	0.653	3.429	1.989	1.77	
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	4	112.180	4,718.84	Aaa	AAA	2.760	1.043	4.903	2.891	0.43	
31398CUT3 - FHLMC Remic Series 3531 20390115 3.00000 Ea	3.000	01/01/2039	1	100.680	1,074.05	Aaa	AA+	0.170	-0.633	2.980	0.219	0.10	
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/01/2025	2	103.600	2,282.87	Aaa	AA+	1.490	0.040	2.413	1.529	0.21	

MBS

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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	34	105.500	35,536.76	Aaa	AAA	1.840	1.048	2.844	2.951	3.23
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	7	106.760	7,979.50	Aaa	AAA	1.540	0.326	4.215	1.701	0.72
3138WCC27 - FNMA Umbs Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	15	108.420	16,104.27	Aaa	AAA	2.120	0.208	3.228	2.639	1.46
3138WJGA0 - FNMA Umbs Int 15 Year 2.500 20311101 2.	2.500	11/01/2031	6	105.340	6,560.05	Aaa	AAA	1.980	0.669	2.373	3.060	0.60
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	30	102.410	30,929.56	Aaa	AAA	2.600	0.681	1.465	3.110	2.81
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	36	106.280	38,704.20	Aaa	AAA	1.440	0.233	4.234	1.551	3.51
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	6	106.020	6,632.53	Aaa	AAA	2.260	1.635	3.301	3.529	0.60
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	32	105.630	33,419.64	Aaa	AAA	1.550	0.852	2.840	2.770	3.04
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	22	102.410	22,098.80	Aaa	AAA	2.750	0.740	1.465	3.359	2.01
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	21	104.780	22,434.76	Aaa	AAA	1.220	0.504	4.295	1.279	2.04
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	9	108.660	9,271.83	Aaa	AAA	2.270	0.207	3.221	2.699	0.84

Treasuries

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912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	74	102.590	76,037.91	U.S./#Aaa	U.S.	1.406	0.170	1.950	1.419	6.91
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	6	104.700	6,337.94	U.S./#Aaa	U.S.	2.084	0.282	2.388	2.126	0.58
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	44	99.350	43,734.51	U.S./#Aaa	U.S.	2.601	0.374	0.126	2.628	3.97
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%	0.250	06/15/2024	11	99.400	10,935.13	U.S./#Aaa	U.S.	2.961	0.454	0.252	2.959	0.99

ALTERNATE INVESTMENT FUND (Page 1 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 06/30/2021)	2.419	01/08/2027	5,152	104.879	5,426,454.36			3.663	0.968	2.309	4.118	100.00
Cash												
-												
CASHCASH6 - OPENING BALANCE	0.000	07/01/2021	384	100.000	384,389.40	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	7.08
ABS												
-												
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	51	101.680	51,917.15	Aaa	AAA	0.620	0.151	2.793	0.619	0.96
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	93	100.490	93,482.83	Aaa		2.190	0.477	0.697	2.210	1.72
380149AC8 - Gm Fin Cons Atmb Rec Tr 2021-2 20260416 0.00000 a-3	0.510	04/16/2026	51	100.160	51,091.72	Aaa	AAA	3.390	0.465	0.509	3.419	0.94
47788EAC2 - JDOT 2018-B A3 3.08% 11/15/2022	3.080	11/15/2022	4	100.510	4,198.47	Aaa		0.230	0.916	3.064	0.241	0.08
89231PAD0 - TAOT 2018-D A3 3.18% 03/15/2023	3.180	03/15/2023	31	101.030	31,810.66	Aaa	AAA	0.460	1.009	3.148	0.471	0.59
92348KAA1 - VZMT 2021-1 A 0.50% 05/20/27	0.500	05/20/2027	65	99.780	64,888.60	Aaa	AAA	2.860	0.576	0.501	2.891	1.20
98162WAD9 - WOART 2018-D A3 3.33% 3/15/2024	3.330	03/15/2024	28	101.460	28,940.56	Aaa	AAA	0.850	1.637	3.282	0.871	0.53
98163LAC4 - World Omni Auto Recv Tr 2021-B 20260615 0.00000 a-3	0.420	06/15/2026	37	99.810	36,936.18		AAA	3.620	0.472	0.421	3.649	0.68
Agencies												
-												
3133EHNP4 - Federal Farm Cr Bks Cons Bd 2.35%25 Cons B	2.350	06/16/2025	38	106.550	40,523.73	Aaa	AA+	3.817	0.672	2.206	3.962	0.75
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	37	107.690	40,447.32	Aaa		2.455	0.501	3.296	2.544	0.75
742651DY5 - Private Expt Fdg Corp Sr Sec Nt 1.4%28 Sr Sec	1.400	07/15/2028	54	100.210	54,117.60	Aaa	AAA	6.780	1.369	1.397	7.041	1.00
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	09/15/2024	98	107.480	106,152.18	Aaa	AA+	3.095	0.521	2.675	3.211	1.96
880591EU2 - Tennessee Valley Auth Sr Gbl Nt 27 Sr Glb	2.875	02/01/2027	75	109.930	83,339.95	Aaa	AA+	5.242	1.040	2.615	5.592	1.54
CMBS												
-												
3137B1UG5 - FHLMC Remic Series K-027 20230125 2.63700 a-2	2.637	01/01/2023	48	103.050	49,565.96	Aaa	AAA	1.390	0.358	2.559	1.419	0.91
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	35	106.770	37,467.90	Aaa	AAA	2.290	0.528	3.269	2.380	0.69
3137BBBD1 - FHLMC Remic Series K-038 20240325 3.38900 a-2	3.389	03/01/2024	36	106.990	38,614.68	Aaa	AAA	2.480	0.576	3.168	2.579	0.71
3137BSRZ8 - FHLMC Remic Series K-J09 20220925 2.83800 a-2	2.838	09/01/2022	19	102.090	19,205.22	Aaa	AAA	1.020	0.641	2.780	1.041	0.35
3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	08/01/2030	42	98.460	41,181.22	Aaa	AAA	6.470	1.229	1.011	6.680	0.76
3137F9Z46 - FHMS KF99 AS 0.27267% 12/25/2030	0.210	09/25/2030	82	99.930	81,991.58	Aaa	AAA	0.040	0.238	0.210	9.238	1.51
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	37	105.560	39,145.01	Aaa	AAA	2.790	0.943	2.791	2.910	0.72
3137FEBQ2 - FHLMC Remic Series K-072 20271225 3.44400 a-2	3.444	12/01/2027	45	112.780	50,875.85	Aaa	AAA	5.830	1.329	3.054	6.410	0.94
3137FG6X8 - FHLMC Remic Series K-077 20280525 Flt a-2	3.850	05/01/2028	47	115.790	54,567.07	Aaa	AAA	6.110	1.384	3.325	6.809	1.01
3137FJYB9 - FHMS J22F A2 4.094% 09/25/2024	4.094	09/01/2024	28	107.950	30,594.13	Aaa	AA+	2.320	0.670	3.792	2.421	0.56
3137FJZ93 - FHLMC Remic Series K-084 20281025 Flt a-2	3.780	10/01/2028	35	115.310	40,465.08	Aaa	AAA	6.470	1.518	3.278	7.249	0.75
3137FQXJ7 - FHLMC Remic Series K-737 20261025 2.52500 a-2	2.525	10/01/2026	75	107.170	80,530.05	Aaa	AAA	4.890	1.071	2.356	5.181	1.48
3137FV5M0 - FHLMC Remic Series K-113 20291025 0.00000 a-1	0.805	10/01/2029	82	97.910	80,296.08	Aaa	AAA	5.950	1.154	0.822	6.090	1.48
3137FWG79 - FHLMC Remic Series K-115 20300625 1.38300 a-2	1.383	06/01/2030	60	99.040	59,490.85	Aaa	AAA	8.490	1.492	1.396	8.921	1.10
Corporates												
Financial												
0258M0EG0 - American Express Credit Corpor 2.7% Bds 03/03/22 Usd2000	2.700	03/03/2022	39	101.460	39,911.63	A2	A-	0.589	0.206	2.661	0.589	0.74
06051GJD2 - Bank Amer Corp Sr -N Nt1.319%26 Sr -N	1.319	06/19/2026	43	100.260	43,129.13	A2	A-	4.836	1.265	1.316	4.970	0.79
09247XAN1 - Blackrock Inc Sr Gbl Nt3.2%27 Sr Gbl	3.200	03/15/2027	50	110.930	55,931.67	Aa3	AA-	5.308	1.212	2.885	5.707	1.03
12572QAJ4 - Cme Group Inc Sr Nt 3.75%28 Sr Nt	3.750	06/15/2028	36	113.990	41,092.65	Aa3	AA-	6.076	1.547	3.290	6.708	0.76
38141EB81 - Goldman Sachs Group Inc Vr 112913-112923 Vr 112	1.735	11/29/2023	26	103.160	26,865.54	A2	BBB+	0.159	0.454	1.682	2.415	0.50

ALTERNATE INVESTEMENT FUND (Page 2 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 06/30/2021)	2.419	01/08/2027	5,152	104.879	5,426,454.36			3.663	0.968	2.309	4.118	100.00
38141G XK5 - Goldman Sachs Group Inc Sr Var Nt 23 Sr Var	0.556	11/17/2023	42	100.060	42,053.72	A2	BBB+	0.505	0.539	0.555	2.383	0.77
46625HRY8 - Jpmorgan Chase & CO Sr Nt Fxd/Fit 28 Sr Nt	3.782	02/01/2028	50	111.100	56,332.67	A2	A-	5.128	1.691	3.404	5.592	1.04
49326EEK5 - Keycorp Medium Term Nts Be Fr 2.25%040627 Fr 2.2	2.250	04/06/2027	50	103.600	52,062.50	Baa1	BBB+	5.460	1.594	2.172	5.767	0.96
571748AZ5 - Marsh & McLennan Cos Inc Sr Gbl Nt 26 Sr Gbl	3.750	03/14/2026	24	111.230	26,960.20	Baa1	A-	4.165	1.157	3.371	4.458	0.50
571748BA9 - Marsh & McLennan Cos Inc	3.300	03/14/2023	45	104.360	47,399.25	Baa1	A-	1.512	0.454	3.162	1.542	0.87
6174468Q5 - Morgan Stanley Fr 2.188%042826 Fr 2.1	2.188	04/28/2026	55	103.870	57,335.75	A1	BBB+	4.106	1.151	2.106	3.827	1.06
631103AG3 - Nasdaq Inc	3.850	06/30/2026	60	111.280	66,768.00	Baa2	BBB	4.409	1.388	3.460	4.748	1.23
808513AY1 - Schwab Charles Corp New Sr Gbl Nt 24 Sr Gbl	3.550	02/01/2024	37	107.660	40,377.84	A2	A	2.419	0.468	3.297	2.505	0.74
87236YAF5 - Td Ameritrade Hldg Corp Jr Gbl Nt3.3%27 Jr Gbl	3.300	04/01/2027	49	109.740	54,172.36	A2	A	5.111	1.452	3.007	5.507	1.00
92277GAT4 - Ventas Rlty Ltd Partnership Sr Nt 2.65%25 Sr Nt	2.650	01/15/2025	45	105.210	47,891.06	Baa1	BBB+	3.327	1.110	2.519	3.460	0.88
<u>Industrial</u>												
00206RGL0 - At&T Inc Sr Gbl Nt4.1%28 Sr Gbl	4.100	02/15/2028	56	114.230	64,829.80	Baa2	BBB	5.743	1.733	3.589	6.377	1.19
00287Y AQ2 - Abbvie Inc Sr Nt 3.6%25 Sr Nt	3.600	05/14/2025	50	109.150	54,805.00	Baa2	BBB+	3.435	1.021	3.298	3.627	1.01
00846UAK7 - Agilent Technologies Inc Sr Gbl Nt 26 Sr Gbl	3.050	09/22/2026	41	107.890	44,575.31	Baa2	BBB+	4.676	1.403	2.827	4.978	0.82
031162CT5 - Amgen Inc Sr Gbl Nt2.2%27 Sr Gbl	2.200	02/21/2027	41	103.900	42,922.22	Baa1	A-	5.341	1.456	2.117	5.477	0.79
032095AJ0 - Amphenol Corporation Snr Pidi Nts Usd (Sec Regd)	2.800	02/15/2030	45	105.700	48,037.50	Baa1	BBB+	7.789	2.075	2.649	8.630	0.89
037833DB3 - Apple Inc Sr Gbl Nt2.9%27 Sr Gbl	2.900	09/12/2027	61	108.980	67,008.50	Aa1	AA+	5.575	1.325	2.661	5.951	1.23
053015AE3 - Automatic Data Processing Inc Sr Gbl Nt 25 Sr Gbl	3.375	09/15/2025	40	109.660	44,257.75	Aa3	AA-	3.752	0.886	3.078	3.959	0.82
101137AZ0 - Boston Scientific Corp Sr Gbl Nt1.9%25 Sr Gbl	1.900	06/01/2025	55	103.150	56,816.68	Baa2	BBB	3.746	1.060	1.842	3.836	1.05
126650CU2 - Cvs Health Corp Sr Gbl Nt 26 Sr Gbl	2.875	06/01/2026	50	107.450	53,840.80	Baa2	BBB	4.419	1.229	2.676	4.668	0.99
171340AH5 - Church & Dwight Inc Sr Nt 2.875%22 Sr Nt	2.875	10/01/2022	30	103.030	31,122.23	A3	BBB+	1.239	0.447	2.790	1.255	0.57
177376AE0 - Citrix Sys Inc Sr Gbl Nt4.5%27 Sr Gbl	4.500	12/01/2027	37	113.410	42,095.83	Baa3	BBB	5.507	2.166	3.968	6.172	0.78
191216CU2 - Coca Cola CO Sr Nt 1.45%27 Sr Nt	1.450	06/01/2027	58	101.030	58,665.15	A1	A+	5.720	1.264	1.435	5.753	1.08
22160KAN5 - Costco Whsl Corp New Sr Nt 1.375%27 Sr Nt	1.375	06/20/2027	58	100.670	58,410.75	Aa3	A+	5.781	1.255	1.366	5.805	1.08
25470DBF5 - Discovery Communications Llc Snr Pidi Nts Usd (Sec Regd)	4.125	05/15/2029	40	112.150	45,066.26	Baa3	BBB-	6.886	2.421	3.678	7.874	0.83
256677AC9 - Dollar Gen Corp New Sr Nt 3.25%23 Sr Nt	3.250	04/15/2023	42	104.340	44,107.18	Baa2	BBB	1.515	0.423	3.115	1.545	0.81
278642AW3 - Ebay Inc. Sr Gbl Nt2.7%30 Sr Gbl	2.700	03/11/2030	55	103.750	57,512.13	Baa1	BBB+	7.828	2.211	2.602	8.449	1.06
31620MBR6 - Fidelity Natl Information Svcs Sr Gbl Nt 26 Sr Gbl	1.150	03/01/2026	45	99.260	44,836.63	Baa2	BBB	4.563	1.314	1.159	4.668	0.83
337738AS7 - Fiserv Inc. Snr Pidi Nts 01/07/2024 Usd (SE	2.750	07/01/2024	53	105.510	56,645.00	Baa2	BBB	2.902	0.886	2.606	3.003	1.04
40434LAA3 - Hp Inc Sr Gbl Nt2.2%25 Sr Gbl	2.200	06/17/2025	52	103.830	54,032.91	Baa2	BBB	3.745	1.187	2.119	3.879	1.00
50249AAE3 - Lyb International Fin III Llc Sr Gbl FL Nt 23 Sr Gbl	1.202	10/01/2023	41	100.160	41,188.77	Baa2	BBB-	0.252	0.537	1.200	0.255	0.76
539830BG3 - Lockheed Martin Corp Sr Gbl Nt3.1%23 Sr Gbl	3.100	01/15/2023	40	103.750	42,068.33	A3	A-	1.355	0.364	2.988	1.378	0.78
57636QAR5 - Mastercard Inc Sr Nt 3.3%27 Sr Nt	3.300	03/26/2027	56	110.670	62,457.73	A1	A+	5.175	1.308	2.982	5.575	1.15
595112BP7 - Micron Technology Inc Sr Gbl Nt 27 Sr Gbl	4.185	02/15/2027	47	112.850	53,777.11	Baa3	BBB-	4.974	1.709	3.708	5.460	0.99
615369AB1 - Moodys Corp Sr Nt 4.5%22 Sr Nt	4.500	09/01/2022	45	103.790	47,374.88		BBB+	0.910	0.367	4.336	0.921	0.87
615369AC9 - Moodys Corp Sr Nt 4.875%24 Sr Nt	4.875	02/15/2024	45	109.860	50,259.66		BBB+	2.273	0.683	4.437	2.377	0.93
67066GAD6 - Nvidia Corp 2.2% Bds 9/16//21	2.200	09/16/2021	48	100.240	48,420.27	A2	A-	0.116	0.319	2.195	0.129	0.89
67066GAL8 - Nvidia Corporation Sr Nt 0.584%24 Sr Nt	0.584	06/14/2024	55	100.050	55,039.99	A2	A-	2.934	0.558	0.584	1.956	1.01
70450YAG8 - Paypal Hldgs Inc Sr Nt 1.65%25 Sr Nt	1.650	06/01/2025	41	102.780	42,194.30	A3	A-	3.815	0.926	1.605	3.921	0.78
718546AW4 - Phillips 66 Sr Nt 2.15%30 Sr Nt	2.150	12/15/2030	60	98.420	59,105.75	A3	BBB+	8.644	2.337	2.185	9.460	1.09
75886FAE7 - Regeneron Pharmaceuticals Sr Nt 1.75%30 Sr Nt	1.750	09/15/2030	61	94.860	58,175.95	Baa3	BBB+	8.565	2.375	1.845	9.211	1.07
91913YBB5 - Valero Energy Corp Sr Gbl Nt 27 Sr Gbl	2.150	09/15/2027	56	101.640	57,269.56	Baa2	BBB	5.862	1.862	2.115	6.041	1.06
92343VDD3 - Verizon Communications Inc Sr Gbl Nt 26 Sr Gbl	2.625	08/15/2026	64	106.330	68,681.20	Baa1	BBB+	4.848	1.343	2.469	5.126	1.27
<u>Utilities</u>												
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	107.750	54,362.57	Baa1	A	5.560	1.574	2.738	5.921	1.00
15189TAZ0 - Centerpoint Energy Inc Sr Gbl FL Nt 24 Sr Gbl	0.660	05/13/2024	41	100.420	41,208.28	Baa2	BBB	0.236	0.200	0.657	0.868	0.76
30040WAC2 - Eversource Energy Sr -K Nt 2.75%22 Sr -K	2.750	03/15/2022	35	101.460	35,791.73	Baa1	BBB+	0.626	0.408	2.710	0.630	0.66

ALTERNATE INVESTMENT FUND (Page 3 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 06/30/2021)	2.419	01/08/2027	5,152	104.879	5,426,454.36			3.663	0.968	2.309	4.118	100.00

MBS

-												
3128MCDX0 - FHLMC Pc Gold Comb 15 4.500 20240501 4.	4.500	05/01/2024	2	104.880	1,683.27	Aaa	AAA	1.010	-0.382	4.291	1.030	0.03
3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	19	106.330	19,851.07	Aaa	AAA	1.390	-0.205	3.762	1.540	0.37
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	61	107.860	66,422.35	Aaa	AAA	1.580	0.030	3.245	2.309	1.22
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	23	105.780	23,929.15	Aaa	AAA	1.890	0.839	2.836	2.779	0.44
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	03/01/2031	58	109.160	63,784.82	Aaa	AAA	1.940	1.255	4.122	2.959	1.18
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	17	105.040	17,552.13	Aaa	AAA	2.190	0.292	2.380	2.339	0.32
31329KW59 - FHLMC Umbs 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	18	104.740	18,966.00	Aaa	AAA	2.250	1.484	2.864	3.411	0.35
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	19	105.670	20,011.09	Aaa	AAA	1.600	0.050	2.839	1.989	0.37
3138EMNQ0 - FNMA Pass-Thru Int 15 Year 4.500 20270101 4.	4.500	01/01/2027	9	105.500	9,977.46	Aaa	AAA	1.370	0.626	4.265	1.510	0.18
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	24	108.960	26,135.34	Aaa	AAA	2.410	1.244	3.671	3.460	0.48
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	10	106.270	10,718.41	Aaa	AAA	1.360	-0.697	3.764	1.501	0.20
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	05/01/2029	18	106.460	19,386.99	Aaa	AAA	1.480	0.004	3.757	1.679	0.36
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/01/2031	52	105.680	55,465.15	Aaa	AAA	2.510	0.934	2.839	2.899	1.02
3138WJLU0 - FNMA Umbs Int 20 Year 3.000 20361201 3.	3.000	12/01/2036	22	105.270	23,254.38	Aaa	AAA	2.280	1.508	2.850	3.849	0.43
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	24	105.720	25,290.43	Aaa	AAA	1.890	0.453	2.838	2.339	0.47
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500	03/01/2033	96	107.900	103,329.41	Aaa	AAA	4.319	1.664	3.244	4.663	1.90
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	04/01/2033	25	105.630	26,216.32	Aaa	AAA	2.030	0.926	2.840	2.869	0.48
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	02/01/2033	26	107.890	28,607.82	Aaa	AAA	2.260	0.491	3.244	2.730	0.53
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500	03/01/2035	55	106.710	58,870.13	Aaa	AAA	1.320	0.906	3.280	2.740	1.08
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	42	106.280	45,312.24	Aaa	AAA	1.440	0.233	4.234	1.551	0.84
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000	07/01/2027	13	105.920	13,348.42	Aaa	AAA	1.790	-0.048	2.832	2.011	0.25
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	08/01/2034	28	108.660	30,054.86	Aaa	AAA	2.370	1.375	3.681	3.540	0.55
31418BTL0 - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	08/01/2035	28	107.490	29,746.13	Aaa	AAA	2.460	1.346	3.256	3.740	0.55
31418CQM9 - FNMA Umbs Shrt 10 Year 3.000 20271001 3.	3.000	10/01/2027	49	105.060	51,910.45	Aaa	AAA	1.540	0.368	2.856	2.011	0.96
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500	01/01/2028	19	106.750	20,671.58	Aaa	AAA	1.760	0.233	3.279	2.150	0.38

Treasuries

-												
9128284V9 - United States Treas Nts 2.875%08/15/28 2.875%	2.875	08/15/2028	65	111.290	73,035.41	U.S./#Aaa	U.S.	6.582	1.216	2.583	7.126	1.35
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	72	113.200	81,785.25	U.S./#Aaa	U.S.	6.747	1.246	2.761	7.378	1.51
912828YS3 - United States Treas Nts 1.75%11/15/29 1.75%1	1.750	11/15/2029	154	103.290	159,403.48	U.S./#Aaa	U.S.	7.908	1.333	1.694	8.378	2.94
91282CBH3 - United States Treas Nts 0.375%01/31/26 0.375%	0.375	01/31/2026	41	98.040	40,260.11	U.S./#Aaa	U.S.	4.567	0.811	0.382	4.589	0.74

FDIC Insured CD Ladder					
Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH				\$178,148.41	
ALLY BANK FDIC # 57803 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.15% DUE 07/05/2022	02007GKN2	7/5/2022	2.15%	113,000.00000	\$2,429.50
ALLY BANK FDIC # 57803 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.9% DUE 01/31/2022	02007GHF3	1/31/2022	2.90%	130,000.00000	\$3,770.00
AMERICAN NATIONAL BANK FDIC # 33812 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 07/30/21	02772JCC2	6/30/2023	0.15%	100,000.00000	\$150.00
BANK HAPOALIM, BM NEW YORK, NY FDIC # 33686 CERTIFICATE OF DEPOSIT PAYS AT MATURITY	06251A2R0	12/23/2021	0.10%	200,000.00000	\$200.00
BANK OF NEW ENGLAND FDIC # 24540 CERTIFICATE OF DEPOSIT MONTHLY	063847BG1	6/29/2022	0.10%	100,000.00000	\$100.00
BANK OF NEW ENGLAND FDIC # 24540 CERTIFICATE OF DEPOSIT MONTHLY	063847BJ5	9/29/2022	0.10%	150,000.00000	\$150.00
CATHAY BK FDIC # 18503 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	149159PS8	3/14/2022	1.15%	200,000.00000	\$2,300.00
DISCOVER BANK FDIC # 5649 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	254673RG3	7/12/2021	3%	200,000.00000	\$6,000.00
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 33124 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	38149MNX7	1/30/2023	1.80%	40,000.00000	\$720.00
HERITAGE BANK FDIC # 30090 CERTIFICATE OF DEPOSIT MONTHLY	42724JEH4	10/18/2021	3%	200,000.00000	\$6,000.00
STATE BANK OF INDIA NEW YORK, NY FDIC # 33682 CERTIFICATE OF DEPOSIT PAYS AT MATURITY	856285UT6	1/5/2022	0.10%	200,000.00000	\$200.00
TEXAS EXCH BANK SSB CROWLEY, TX FDIC # 20099 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 07/18/21	88241TJP6	12/18/2023	0.35%	95,000.00000	\$332.50
Total:				\$1,906,148.41	\$22,369.81

*Note: This report is current as of 06/30/2021

Fixed Income

Second Quarter | 2021

James Camp, CFA

Managing Director and
Portfolio Manager

Joseph Jackson, CFA

Portfolio Co-Manager

Burton Mulford, CFA

Portfolio Co-Manager

Sheila King, CFA

Portfolio Co-Manager

Past performance does not guarantee future results. The information presented is for a representative account and for illustrative purposes only. Actual account holdings will vary depending on the size of an account, cash flows within an account, and restrictions on an account. This information is intended solely to report on investment strategies as reported by Eagle Asset Management, Inc. Opinions and estimates offered constitute Eagle's judgment and are subject to change without notice, as are statements of financial market trends, which are based on current market conditions. Under no circumstances does the information contained within represent a recommendation to buy, hold, or sell any security, and it should not be assumed that the securities, transactions, or holdings discussed were or will prove to be profitable. All holdings are subject to change daily. The Index is referred to for information purposes only; the composition of each Index is different from the composition of the accounts managed by the investment manager. An index is unmanaged and has no expenses. It is not possible to invest directly in an index.

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Market Overview^{1,2}

The bond market, as measured by the Bloomberg Barclays U.S. Aggregate Bond Index, bounced back 1.83% in the second quarter, paring some of the first quarter loss, which was the worst start to a year in index history. The bond market remains down -1.60% year to date.

The quarterly gain was twofold as intermediate- to longer-term interest rates finished lower from their peaks on March 31 and corporate credit spreads continued to tighten. Shorter-term rates did reset higher during June as U.S. Federal Reserve (Fed) officials signaled they may raise rates earlier than previous projections, causing further yield curve flattening.

Credit spread tightening despite interest rates moving lower led corporate bonds to top all other major fixed income sectors on a total return basis and to outperform U.S. Treasuries on a duration-matched basis. Government-related securities also posted positive returns and provided excess returns relative to U.S. Treasuries. Structured products had positive returns but failed to add value relative to U.S. Treasuries.

Fed Update and Outlook¹

Our near-term outlook remains for a reflationary backdrop, but as we noted last month, the picture is not as clear as it had been over the past few quarters. We continue to believe current dynamics still suggest the bias is for interest rates to move higher and pro-cyclical risk assets to prosper, but the risks are we may experience more volatile counter-trend moves. We're also sensitive to the probability that results across asset classes and sectors will not be as uniform with our outlook as they have been over the past year.

Economic data reported throughout June – with results mostly as of May – provided us with our first glance of the inflection point we

discussed last month “whereby the accelerating economic backdrop we have seen over the past four quarters (3Q2020 to 2Q2021) will peak and subsequent data reports will begin to mark a slowdown.” Real personal consumption expenditures growth on a year-over-year (Y/Y) basis went from 24.7% in April to 14.5% in May. Industrial production growth went from 17.6% Y/Y to 16.3% Y/Y and manufacturers' new orders slipped from 34.7% Y/Y to 30.4% Y/Y during those same months. Auto sales growth data for April, May, and June was 115.7% Y/Y, 39.2% Y/Y, and 17.7% Y/Y, respectively.

However, consumer spending or industrial production growth for May at 14.5% Y/Y and 16.3% Y/Y, respectively, still ranks in the top one percentile of all readings for each indicator in the past couple decades. Also, part of the deceleration is caused by base effects, which troughed in April for most growth-oriented indicators. The deceleration is not as dramatic if you filter out some of the base effects by looking at comparisons relative to 2019 or at two-year average growth rates, which suggest better underlying growth.

The U.S. labor market also continues its steady improvement. Initial jobless claims reported for the week ended June 26 hit a post-pandemic low of 364,000. June's average weekly jobless claims were 392,800 compared to 428,800 in May and 598,200 in April. The slower than expected recovery in the labor market given the strong macroeconomic backdrop has tailwind potential, especially since solid hiring demand remains a catalyst for further gains. The National Federation of Independent Business (NFIB) monthly jobs report for June showed 46% of small business owners had unfilled job openings – a small decrease from May's record high of 48%, but still significantly elevated.

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Inflation is very likely to follow a similar path to growth over the next few months with the headline Consumer Price Index (CPI) peaking in May – base effects troughed in May for inflation readings as opposed to April for growth-oriented indicators – followed by a tail of elevated readings through year end. Domestic demand-supply imbalances due to bottlenecks and labor shortages are not showing signs of relenting. Manufacturing supplier delivery times reported in June remain the longest since 1951. While these data are likely topping, the average amount of time from peak delivery times to a more standard delivery schedule takes approximately 10 months to recover. Price series of regional Fed surveys also underscore that inflation may be less transitory than the Fed is hoping.

Yet Treasury yields traded lower in June. It's always hard to determine the precise causal factors for short-term market moves, and while our expectations have been for rates to move higher, we did note last month that "the slowdown in Q3 deserves some regard such that the probability of interest rates moving a bit lower is not zero; albeit such a move would likely be short-lived." Based on current indicators and our outlook, we continue to believe the pro-cyclical trade is not finished, whatever the exact reason for this recent move in rates (too much capital chasing assets, the transitory inflation narrative, slowdown in economic data, or COVID variant concerns).

However, we need to be clear that we believe the margin for error is narrowing despite maintaining our reflationary stance. As always, we will monitor the subtleties surrounding growth and inflation and will transition our strategies accordingly as the macroeconomic environment and market indicators shift.

Corporate Market Review^{1,2}

Investment grade corporate bonds, as measured by the Bloomberg Barclays U.S. Corporate Bond

Index, were up 3.55% during the quarter, offsetting some of the first quarter loss, but are still down -1.27% for the year. The positive return was driven by both continued compression in corporate credit spreads and a decrease in interest rates. Credit spread tightening was bolstered by an accelerating earnings and macroeconomic backdrop as a result of record fiscal stimulus, the vaccination campaign, and easy monetary policy. The average corporate credit spread for the index tightened 11 basis points from 0.91% on March 31 to 0.80%, which is the lowest level seen since 2005. Stretched valuations mean corporate bond returns will be highly leveraged to interest rate moves going forward.

Municipal Market Review^{1,2}

Municipal bonds were positive across the curve for the second quarter of 2020, with the Barclay's Municipal Bond index up +1.42% for the quarter, bringing year-to-date total return to 1.06%. Municipals underperformed U.S. Treasuries, which returned +1.75% during the quarter; however, on a year-to-date basis munis have outperformed by +3.64%. Investors continue to reach for yield, evident as riskier sectors led performance with the Bloomberg Barclays High Yield Municipal Bond Index up +3.93% for the quarter, generating a year-to-date total return of 6.13%. The AAA municipal curve flattened over the quarter, with the long end of the curve outperforming the short and intermediate portions: The Bloomberg Barclays 1-year Index was up +0.10%, the Bloomberg Barclays 10-year Index was up +1.14%, and the Bloomberg Barclays 22+ year Index was up +2.82%. The quarter's rally was supported by the anticipated increase in taxes, additional federal stimulus to state and local governments, increases in the pace of vaccinations across the U.S. and reopening of business, and strong investor demand, evident by 14 months of continued municipal mutual fund inflows.

AAA Municipal General Obligation (GO) bond to Treasury ratios were mixed across the curve with the 1-year and 10-year ratios cheapening by roughly 5.6 percentage points (pp) and 6.2 pp over the quarter, ending the quarter at 115.6% and 68.5%, respectively, while the 2-year and 7-year ratios richened by roughly 19.7 pp and 5.2 pp over the quarter, ending the quarter at 69.6% and 58.1%, respectively. Although certain maturities did see some cheapening, ratios across the curve still remain at expensive levels. Given limited new issue supply relative to demand, we will continue to keep cash levels down and reinvest cash in sectors that will benefit from the additional federal relief package. We have an overweight to the water and sewer, local government, and leasing sectors, and we are underweight the special tax, state, and transportation sectors.

New issuance was average in June, totaling \$43.3 billion, up approximately 30% from the prior month and slightly above the 5-year average of \$41.9 billion, bringing year-to-date total to \$223.6 billion. Taxable bonds accounted for 29% of issuance in June and remain a large part of the new issue market as issuers refund older debt to take advantage of lower yields. Demand continues to remain strong, evidenced by oversubscription of new issue deals and repricing at higher levels. This month, inflows into municipal bond funds were positive with a total of \$11.5 billion of net inflows, bringing quarter-end numbers to \$27.8 billion and year-to-date to \$59.1 billion.

While there is still no agreement on an infrastructure bill as of this writing, the first allocations of funds from the American Rescue Plan Act (ARPA) are being received by state governments and can be used for a variety of ways as they recover from the COVID-19 pandemic. In May, the Treasury Department issued guidance on how much each state would receive and how they could use the funding.

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ARPA's allocation methodology favors states with economies that lagged in the recovery late last year, with the majority of dollars based on each state's share of the nation's unemployed workers from October through December. Then each state gets \$500 million, regardless of population. That provides a substantial boost to less populous states. To give an example: Wyoming has the fewest people but is slated to receive \$1.1 billion, or 22.7% of its total spending in fiscal 2020 – the largest percentage of any state. On the other hand, states such as Oregon and Wisconsin will receive significantly less: roughly 5% of state spending, but still enough to offset their general fund revenue declines. One of the ineligible uses of funds that is being contested by several states and local governments is the ability to use funds to pay off their Municipal Liquidity Facility and other debt instruments issued during the pandemic. As for the infrastructure agreement, President Biden endorsed the framework in June but negotiations are still on the table. The framework includes funding for surface transportation, public transit, rail, airports, ports, and waterways, as well as utility-related areas such as energy, water, and broadband. It is doubtful a bipartisan agreement will be agreed upon and it will likely come down to a reduced infrastructure deal through budget reconciliation. We will continue to monitor any changes in the proposed plans and implications for the municipal market.

1. References to specific securities are intended to illustrate the types of securities Eagle may hold in this portfolio. They are not intended as representations of specific investment recommendations that would have been profitable to an investor. Past performance is not a guarantee of future results. Opinions and estimates offered constitute Eagle's judgment and are subject to change without notice as are statements of financial-market trends, which are based on current market conditions. Investing involves risk, including the possible loss of principal.

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2. Sources: Investor Tools Perform and Yield Book

Investing in bonds involves risks that may adversely affect the value of your investment such as inflation risk, credit risk, call risk, interest rate risk, and liquidity risk, among others. The two most prominent factors are interest rate movements and the credit worthiness of the bond issuer. Investors should pay careful attention to the types of fixed income securities that comprise their portfolios and remember that, as with all investments, there is the risk of loss of capital. A Real Estate Mortgage Investment Conduit (REMIC) is a type of multiclass mortgage-related security in which interest and principal payments from mortgages are structured into separately traded securities. These classes are distinguished by their sensitivity to the prepayment risk of the underlying mortgage-related collateral. Therefore, they may be more or less sensitive to prepayment risk, bear different interest rates, and have various average lives and final maturities.

Investment grade refers to fixed-income securities rated BBB or better by Standard & Poor's or Baa or better by Moody's. Convertible securities and preferred stock combine the fixed income characteristics of bonds with some of the potential for capital appreciation of equities and, thus, may be subject to greater risk than pure fixed-income instruments. Unlike bonds, preferred stock and some convertible securities do not have a fixed par value at maturity, and in this respect may be considered riskier than bonds. Convertible securities may include convertible bonds, convertible preferred stocks and other fixed-income instruments that have conversion features.

Investments in high-yield bonds and convertible securities are subject to the client's authorization, as set forth in the Investment Management Agreement. Such investments may be subject to greater risks than other fixed-income investments. The lower rating of high-yield bonds (less than investment grade) reflects a greater possibility that the financial condition of the issuer or adverse changes in general economic

conditions may impair the ability of the issuer to pay income and principal. Periods of rising interest rates or economic downturns may cause highly leveraged issuers to experience financial stress, and thus markets for their securities may become more volatile. Moreover, to the extent that no established secondary market exists, there may be thin trading of high-yield bonds, which increases the potential for volatility.

The Bloomberg Barclays U.S. Aggregate Bond Index is composed of the total U.S. investment-grade bond market. The market-weighted index includes Treasuries, agencies, commercial mortgage-backed securities (CMBS), asset-backed securities (ABS) and investment-grade corporates.

The Bloomberg Barclays U.S. Corporate Bond Index measures the investment grade, fixed-rate, taxable corporate bond market.

The Bloomberg Barclays Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market.

The Bloomberg Barclays High Yield Municipal Bond Index covers the universe of fixed rate, non-investment grade debt. The Bloomberg Barclays Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market.

Bloomberg Barclays Municipal 1-Year Bond Index is an unmanaged Index of municipal bonds with a remaining maturity of one to two years.

The Bloomberg Barclays 3-Year Municipal Index is the three-year component of the Municipal Bond Index. The Bloomberg Barclays 3-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of two to four years.

The Bloomberg Barclays 5-Year Municipal Index is the five-year component of the Municipal Bond Index. The Bloomberg Barclays 5-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of four to six years.

The Bloomberg Barclays 10-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of eight to 12 years.

The Bloomberg Barclays 15-year Municipal Index is the 15-year component of the Municipal Bond Index. The Bloomberg Barclays 15-year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of 12 to 17 years.

The Bloomberg Barclays Long (22+ Year) Municipal Bond Index is a rules-based, market-value-weighted index comprised of investment-grade municipal bonds with maturities of more than 22 years.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Noell Bell, Chief Building Official

DATE: July 28, 2021

SUBJECT: Post Certificate of Occupancy Building Inspections

I. BACKGROUND: During the July 6, 2021 City Council meeting, Council directed staff to research recommendations for potential processes for periodic follow up inspections of properties after the Certificate of Occupancy (CO) has been issued.

II. DISCUSSION: In order to provide a foundation and context for this issue to the City Council, Staff would like to outline the following historical milestones. In 2008, the State of Florida, under **Florida Statute Chapter 718, Item 6** stated:

“As to any condominium building greater than three stories in height, at least every 5 years, and within 5 years if not available for inspection on October 1, 2008, the board shall have the condominium building inspected to provide a report under seal of an architect or engineer authorized to practice in this state attesting to required maintenance, useful life, and replacement costs of the common elements. However, if approved by a majority of the voting interests present at a properly called meeting of the association, an association may waive this requirement. Such meeting and approval must occur prior to the end of the 5-year period and is effective only for that 5-year period.”

However, in 2010 this regulation was repealed.

Currently, **Florida Statute, Chapter 718** regulates Condominiums. Item (1) of this regulation states:

- Maintenance of the common elements is the responsibility of the associations.

- Common elements of a structure pertain to all elements that are not individually owned, such as individual dwelling units.
- Both structural and non-structural elements of a building are considered common elements.

Some of the condominiums in our area still producing such reports, as they have the requirement written into their bylaws. The Inspections of a Building after a Certificate of Occupancy (CO) must be done under seal of Florida Authorized Engineer or Architect. City Administration is in the process of preparing a Request for Qualification (RFQ) to meet this State requirement.

- A. **Link to Strategic Goals / Objectives:** Enhanced quality of life and safety for residents and visitors.
- B. **Effect on Budget (EOB):** To Be Determined
- C. **Level of Service (LOS):** Develop and implement processes for consistent and streamlined application of codes and procedures.

III. CONCLUSION: In light of the above history, Staff has identified three options for the Council to consider.

1) **Council can direct staff to draft an ordinance requiring that inspections be performed every ten years on all condominium buildings of over 3 stories in height by the respective condo association. If this option is selected, staff further recommends that the Associations be required to provide a copy of the inspection report to the City of Destin. The report should be required to be written under seal of an architect or engineer authorized to practice in Florida and attesting to required maintenance, useful life, and replacement costs of the common elements.**

2) **Council can direct staff to not take any action on this matter until after 2022 Legislative Session.**

3) Although not recommended by staff, another option for the City Council is to direct staff to draft an ordinance, requiring City-performed inspections of condominium buildings of over 3 stories to occur every ten years. If this option is selected, staff recommends that such inspections be performed by a structural engineer under contract with the City.

STAFF RECOMMENDATION: Given the gravity of the issue with respect to the health and safety of the public (residents and visitors), Staff recommends the following:

1) **Direct staff to draft an ordinance requiring that inspections be performed every ten years on all condominium buildings of over 3 stories in height by the respective condo association. If this option is selected, staff further recommends that the Associations be required to provide a copy of the inspection report to the City of Destin. The report should be required to be written under seal of an architect or engineer authorized to practice in Florida and attesting to required**

maintenance, useful life, and replacement costs of the common elements.

(and)

2) Revisit the ordinance after the 2022 Legislative Session, in the event local governments are required to modify ordinance, based on New State Statuary Law.

IV. RECOMMENDED MOTION: I move to direct staff to:

Draft an ordinance requiring that inspections be performed every ten years on all condominium buildings of over 3 stories in height by the respective condo association, and require Associations to provide a copy of the inspection report to the City of Destin.

or

Not to take any action on this matter until after the 2022 Legislative Session.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Donald Smith, City Engineer

DATE: July 26, 2021

SUBJECT: Cross Town Connector Update

I. BACKGROUND: At the July 19, 2021 City Council meeting, Council directed the City Manager to implement Option No. 1 and to bring forth a contract amendment to amend the Atkins contract scope and fee not to exceed the option selected. Passed 6-1.

II. DISCUSSION: Council selected Option No. 1, which includes:

- A 12' median
- Relocate bike lanes from the street to the multiuse path
- Maintain a 40' Right of Way wherever possible to maximize park space
- Multiuse path will meander through the park and will be placed as part of the project

In order to implement Council direction, the City will need to do the following:

1. Amend the scope and fee of the Atkins Contract to:

- a. Modify the scope to implement Option No. 1
- b. Increase the fee by an amount not to exceed \$147,100

2. Conduct one additional public hearing as part of the re-evaluation of the environmental document due to the relocation of bike lanes.

A. Link to Strategic Goals / Objectives: Complete the 2-lane Cross Town Connector

B. Effect on Budget (EOB): Funds were budgeted for FY2021 for engineering, design, and construction. This increase in scope for engineering design will have the following effect on budget:

	FY2021 BUDGET
31554132-565000-EN615 Road Impact\$-CIP-CrossTownConnect	\$ 1,400,000
FY21 Revised Budget	1,400,000
Internal Transfer	-
Previous Expenses/Encumbrances	(387,043)
Available Program Budget	1,012,957
This Agreement +(-)	(147,100)
FY21 Remaining Program Budget	\$ 865,857

C. Level of Service (LOS): Improved mobility and connectivity.

III. CONCLUSION: In order to implement the multimodal elements and right of way option selected by City Council, Atkins contract needs to be amended.

IV. RECOMMENDED MOTION: I move to accept Contract Amendment No. 2 for Aktins North America, Inc. to implement the multimodal elements and right of way options selected by Council for an additional amount not to exceed \$147,000.

Attachments:

1. CTC-Atkins Amendment 2

AMENDMENT NO. 2 TO

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY
OF DESTIN AND ATKINS NORTH AMERICA, INC**

THIS AMENDMENT is made and entered into this _____ day of June, 2021, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020 for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Addition of Services:

The Consultant shall re-design the existing pre-60% design plans for the Cross Town Connector project to reflect the improvements directed by City Council at the July 19th, 2021 meeting and as described in the attached Scope of Services.

2) Compensation and Schedule:

The City shall pay \$147,100.00 for the additional services as outlined in the Fee Schedule (Exhibit B). Payment for the additional design services will be based on the Fee Schedule.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

ATKINS NORTH AMERICA, INC

Lance Johnson
City Manager

Jeff C. Helms
Vice President

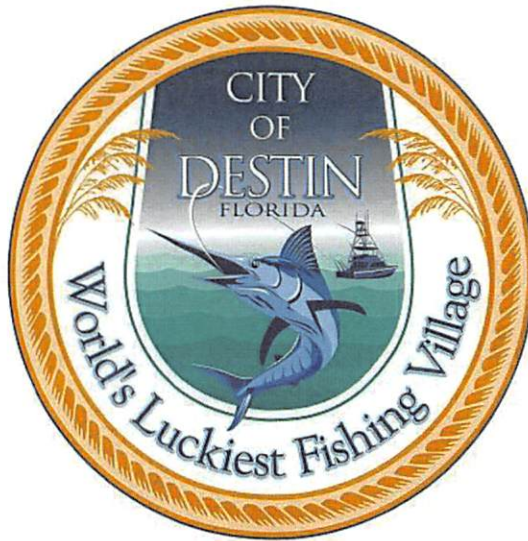
Attest to Signature:

Rey Bailey
City Clerk

SEAL

JULY 22, 2021

EXHIBIT A



SCOPE OF SERVICES
FOR
DESTIN CROSS TOWN CONNECTOR
AMENDMENT #2

CITY OF DESTIN, FL
OKALOOSA COUNTY

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6.12	Drainage Design Documentation Report	13
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26.16	Supervision	18

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY DESIGN****1 PURPOSE**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Atkins North America, Inc. (hereinafter referred to as the CONSULTANT) and the City of Destin, Florida (hereinafter referred to as the CITY) in connection with the design and preparation of a complete set of construction contract documents for improvements to the transportation facility described herein.

Description: *Destin Cross Town Connector from Benning Drive to Beach Drive*

Location: *City of Destin, Okaloosa County, FL*

The general objective is for the CONSULTANT to re-design the existing pre-60% design plans to reflect the typical section requested by the City Council at the July 19, 2021, meeting and described further in Section 2.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the DEPARTMENT.

The CONSULTANT shall incorporate the following into the design of this facility:

2.1 Project General and Roadway

Typical Section: The new typical section for the Cross Town Connector will generally consist of a 2-lane divided urban curb and gutter section with 11' travel lanes, a 1' paved shoulder, and 12' landscaped median. The roadway right-of-way (R/W) will be approximately 40'.

Outside of the roadway R/W will be a 10' concrete multiuse path similar to that shown in the concept attached as Exhibit A. The multiuse path will be contained inside of R/W owned by the CITY to be designated as park property. The path will loop the long skinny pond. Additional path length and design in park areas will be considered an additional contract amendment.

2.19 Project Schedule

Within five (5) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a *revised Critical Path Method (CPM)* project schedule for the CITY's review and approval.

2.20 Submittals

The redesign will be first presented in the 60% submittal. Subsequent submittals will follow the original contract requirements. The 30% submittal will not be repeated in the interest of time.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common and General Tasks, described in Sections 3, represent work efforts that are applicable to the project as a whole and not necessarily to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

This project was originally scoped to include one public workshop. Because the typical section is being materially changed to remove on-street bicycle lanes, a public hearing is recommended.

The cost of a court reporter is included in this amendment.

3.2 Joint Project Agreements (N/A)**3.3 Specifications Package Preparation (N/A)****3.4 Contract Maintenance and Project Management**

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents and developing technical monthly progress reports and schedule updates. This task also includes draft amendment “menus” created for presentation to council to date.

3.5 Value Engineering (Multi-Discipline Team) Review (N/A)**3.6 Prime Consultant Project Manager Meetings**

Includes the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for attendance of other personnel are noted in the meeting summary if anticipated.

3.7 Plans Update (N/A)**3.8 Post Design Services (N/A)****3.9 Digital Delivery (N/A)****3.10 Risk Assessment Workshop (N/A)****3.11 Railroad, Transit and/or Airport Coordination**

Coordinate the new typical section with Okaloosa County Transit and Emergency Services. This task accounts for one meeting with each entity.

3.12 Other Project General Tasks

This task includes review and additional work associated with the re-evaluation of a concept that has not been reviewed before as well as additional graphics for re-evaluation documentation.

The CITY will provide a summary of coordination to achieve compliance with the comprehensive plan and TPO documents for inclusion in the final re-evaluation document.

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks for the revised design in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package (N/A)

4.2 Pavement Type Selection Report (N/A)

4.3 Pavement Design Package (N/A)

4.4 Cross-Slope Correction (N/A)

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall revise all horizontal and vertical design files to reflect the typical section defined in Section 2. This includes a 10' multiuse path that deviates from the roadway alignment in some areas and encircles the skinny pond similar to the attached concept drawing. **This supplemental does not include a multiuse path around the western square pond.**

4.6 Access Management (N/A)

4.7 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the CADD manual.

4.8 Temporary Traffic Control Plan (TTCP) Analysis

The CONSULTANT will revise the typical sections and details to reflect the new typical section.

4.9 Master TTCP Design Files

The CONSULTANT shall update the master TTCP files. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

4.10 Design Variations and Exceptions (N/A)

4.11 Design Report

The CONSULTANT shall revise all reports and supporting documentation to reflect the design changes.

4.12 Quantities

The CONSULTANT shall recalculate 60% plan quantities and the supporting documentation. **Temporary Traffic Control quantities will be provided as a percentage factor, not individual pay items, for the 60% submittal.**

4.13 Cost Estimate (N/A)

4.14 Technical Special Provisions and Modified Special Provisions

4.15 Other Roadway Analyses

The CONSULTANT shall verify design changes do not adversely impact curb and gutter profiles at intersections.

4.16 Field Reviews (N/A)

4.17 Technical Meetings

4.18 Quality Assurance/Quality Control

4.19 Independent Peer Review

4.20 Supervision

4.21 Coordination

5 ROADWAY PLANS

The CONSULTANT shall revise the plans to reflect the typical section discussed in Section 2. The plan set shall include revisions to the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet (N/A)

5.2 Summary of Pay Items Including Quantity Input

5.3 Drainage Map (Including Interchanges)

5.4 Typical Section Sheets

5.4.1 Typical Sections

The main Cross Town Connector typical section and details will be revised to reflect the typical section desired by the CITY and described in Section 2.

5.4.2 Typical Section Details (N/A)

- 5.5 General Notes/Pay Item Notes (N/A)**
- 5.6 Summary of Quantities Sheets (N/A)**
- 5.7 Box Culvert Data Sheet (N/A)**
- 5.8 Bridge Hydraulic Recommendations Sheet (N/A)**
- 5.9 Summary of Drainage Structures**
- 5.10 Optional Pipe/Culvert Material (N/A)**
- 5.11 Project Layout (N/A)**
- 5.12 Plan/Profile Sheet**
- 5.13 Profile Sheet (N/A)**
- 5.14 Plan Sheet (N/A)**
- 5.15 Special Profile (N/A)**
- 5.16 Back-of-Sidewalk Profile Sheet**

Three separate back of sidewalk profiles are expected in areas where the multiuse path deviates away from the roadway alignment.
- 5.17 Interchange Layout Sheet (N/A)**
- 5.18 Ramp Terminal Details (Plan View) (N/A)**
- 5.19 Intersection Layout Details**
- 5.20 Special Details (N/A)**
- 5.21 Drainage Structure Sheet**
- 5.22 Miscellaneous Drainage Detail Sheets (N/A)**
- 5.23 Lateral Ditch Plan/Profile (N/A)**
- 5.24 Lateral Ditch Cross Sections (N/A)**
- 5.25 Retention/Detention Ponds Detail Sheets**

Pond detail sheets will be updated to include grading changes required to accommodate the multiuse path wrapping all the way around the skinny pond.
- 5.26 Retention Pond Cross Sections**

5.27 Cross-Section Pattern Sheet(s) (N/A)**5.28 Roadway Soil Survey Sheet(s) (N/A)****5.29 Cross Sections**

Cross section revisions will include the new typical section, recalculation of earthwork, and manual manipulation in areas along the skinny pond to show the multiuse path extents without additional cross section sheets.

5.30 Temporary Traffic Control Plan Sheets**5.31 Temporary Traffic Control Cross Section Sheets****5.32 Temporary Traffic Control Detail Sheets****5.33 Utility Adjustment Sheets****5.34 Selective Clearing and Grubbing Sheet(s) (N/A)****5.35 Erosion Control Plan (N/A)****5.36 Stormwater Pollution Prevention Plan (N/A)****5.37 Project Network Control Sheet(s) (N/A)****5.38 Environmental Detail Sheets (N/A)****5.39 Utility Verification Sheet(s) (SUE Data)****5.40 Quality Assurance/Quality Control****5.41 Supervision****6 DRAINAGE ANALYSIS**

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT *must* coordinate fully with the appropriate permitting agencies and the CITY's staff. All activities and submittals should be coordinated through the CITY's Project Manager. The work will include the engineering analyses for any or all of the following:

6.1 Base Clearance Calculations (N/A)**6.2 Pond Siting Analysis and Report (N/A)****6.3 Design of Cross Drains (N/A)**

6.4 Design of Ditches (N/A)**6.5 Design of Stormwater Management Facility (Offsite or Infield Pond)**

The CONSULTANT shall re-run pond calculations for the updated land use based on the new typical section design. The CONSULTANT shall also perform the design and grading updates necessary for the skinny pond only to allow the multiuse path to completely encircle the pond.

This supplemental does not include a multiuse path around the western square pond. It also does not include any pond resizing. If any resizing is necessary as a result of additional multiuse path length or impervious park features, a separate amendment will be required.

6.6 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) (N/A)**6.7 Design of Floodplain Compensation (N/A)****6.8 Design of Storm Drains**

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

6.9 Optional Culvert Material (N/A)**6.10 French Drain Systems (N/A)****6.11 Drainage Wells (N/A)****6.12 Drainage Design Documentation Report**

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports.

6.13 Bridge Hydraulic Report (N/A)**6.14 Temporary Drainage Analysis (N/A)****6.15 Cost Estimate (N/A)****6.16 Technical Special Provisions and Modified Special Provisions (N/A)****6.17 Other Drainage Analysis**

The CONSULTANT shall further investigate feasibility of and provide a concept for the fishing pond requested by COUNCIL.

6.18 Field Reviews (N/A)**6.19 Technical Meetings****6.20 Quality Assurance/Quality Control**

6.21 Independent Peer Review (N/A)

6.22 Supervision

6.23 Coordination

7 UTILITIES

All Utility Coordination activities will be performed by the CONSULTANT.

7.1 Utility Kickoff Meeting (N/A)

7.2 Identify Existing Utility Agency Owner(s) (N/A)

7.3 Make Utility Contacts (N/A)

7.4 Exception Processing (N/A)

7.5 Preliminary Utility Meeting (N/A)

7.6 Individual/Field Meetings (N/A)

7.7 Collect and Review Plans and Data from UAO(s) (N/A)

7.8 Subordination of Easements Coordination (N/A)

7.9 Utility Design Meeting

Time for an additional meeting with Destin Water Users.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements (N/A)

7.11 Utility Coordination/Follow-up (N/A)

7.12 Utility Constructability Review (N/A)

7.13 Additional Utility Services (N/A)

7.14 Processing Utility Work by Highway Contractor (UWHC) (N/A)

7.15 Contract Plans to UAO(s) (N/A)

7.16 Certification/Close-Out (N/A)

7.17 Other Utilities (N/A)

- 8 ENVIRONMENTAL PERMITS, COMPLIANCE, AND ENVIRONMENTAL CLEARANCES (N/A)**
- 9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS (N/A)**
- 10 STRUCTURES - BRIDGE DEVELOPMENT REPORT (N/A)**
- 11 STRUCTURES - TEMPORARY BRIDGE (N/A)**
- 12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE (N/A)**
- 13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE (N/A)**
- 14 STRUCTURES - STRUCTURAL STEEL BRIDGE (N/A)**
- 15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE (N/A)**
- 16 STRUCTURES - MOVABLE SPAN (N/A)**
- 17 STRUCTURES - RETAINING WALL (N/A)**
- 18 STRUCTURES - MISCELLANEOUS (N/A)**
- 19 SIGNING AND PAVEMENT MARKING ANALYSIS (N/A)**
- 20 SIGNING AND PAVEMENT MARKING PLANS**
 - 20.1 Key Sheet (N/A)**
 - 20.2 Summary of Pay Items Including Designer Interface Quantity Input (N/A)**
 - 20.3 Tabulation of Quantities (N/A)**
 - 20.4 General Notes/Pay Item Notes (N/A)**
 - 20.5 Project Layout (N/A)**

20.6 Plan Sheet

The CONSULTANT shall update the Signing and Pavement Marking sheets to reflect the revised typical section design.

20.7 Typical Details (N/A)

20.8 Guide Sign Work Sheet(s) (N/A)

20.9 Traffic Monitoring Site (N/A)

20.10 Cross Sections (N/A)

20.11 Special Service Point Details (N/A)

20.12 Special Details (N/A)

20.13 Interim Standards (N/A)

20.14 Quality Assurance/Quality Control

20.15 Supervision

21 SIGNALIZATION ANALYSIS (N/A)

22 SIGNALIZATION PLANS (N/A)

23 LIGHTING ANALYSIS

Lighting Analysis has been placed on hold pending decisions on what will be designed in the park areas. Lighting beyond the standard roadway lighting in the master scope of services for this contract will require a contract amendment.

24 LIGHTING PLANS

Lighting Plans Production has been placed on hold pending decisions on what will be designed in the park areas. Lighting beyond the standard roadway lighting in the master scope of services for this contract will require a contract amendment.

25 LANDSCAPE ARCHITECTURE ANALYSIS

The CONSULTANT shall analyze and document Landscape Architecture Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 25.1 Data Collection (N/A)**
- 25.2 Site Inventory and Analysis for Proposed Landscape (N/A)**
- 25.3 Planting Design (N/A)**
- 25.4 Irrigation Design (N/A)**
- 25.5 Hardscape Design (N/A)**
- 25.6 Plan Summary Boxes**
- 25.7 Cost Estimates**
- 25.8 Technical Special Provisions and Modified Special Provisions (N/A)**
- 25.9 Other Landscape Architecture**

Includes up to two park visioning presentations which will show ideas for the surrounding open space around the re-designed roadway for the City of Destin Council consideration of additional park planning requirements. Each presentation will include one conceptual site rendering and up to twelve slides of images and written material.

Services authorized by City of Destin other than those specifically listed in this Scope of Services shall be considered Additional Services, for which the City shall compensate the Consultant based on an additional fee that is mutually agreed upon. Additional Services will include, but not be limited to, the following:

- 3-D modeling
- Irrigation plans
- Public meetings
- In-person meetings
- Park planning, programming, and design
- Hardscape, pedestrian facilities, and ADA access requirements
- Outdoor advertisement negotiations and permitting

- 25.10 Outdoor Advertising (N/A)**
- 25.11 Field Reviews (N/A)**
- 25.12 Technical Meetings**
- 25.13 Quality Assurance/Quality Control**
- 25.14 Independent Peer Review (N/A)**
- 25.15 Supervision**
- 25.16 Coordination**

26 LANDSCAPE ARCHITECTURE PLANS

The CONSULTANT shall prepare a set of Landscape Plans which includes the following.

26.1 Key Sheet (N/A)

26.2 Tabulation of Quantities (N/A)

26.3 General Notes (N/A)

26.4 Tree and Vegetation Inventory, Protection and Relocation Plans (N/A)

26.5 Planting Plans for Linear Roadway Projects

Includes six plan sheets that were not originally scoped, including ponds, as well as updates to the existing median landscaping plan.

26.6 Planting Plans (Interchanges and Toll Plazas) (N/A)

26.7 Planting Details and Notes (N/A)

26.8 Irrigation Plans for Linear Roadway Project (N/A)

26.9 Irrigation Plans for Interchange and Toll Plazas (N/A)

26.10 Irrigation Details and Notes (N/A)

26.11 Hardscape Plans (N/A)

26.12 Hardscape Details and Notes (N/A)

26.13 Landscape Maintenance Plan (N/A)

26.14 Cost Estimate (N/A)

26.15 Quality Assurance/Quality Control

26.16 Supervision

JULY 22, 2021

CROSS TOWN CONNECTOR
Amendment #2 SOS

EXHIBIT A – Concept Drawing



JULY 22, 2021

CROSS TOWN CONNECTOR
Amendment #2 SOS

EXHIBIT B – Staff Hours

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:
County:
FPN:
FAP No.:

Destin Connector from Beach Dr to Bennington Dr Redesign
Okaloosa
N/A
N/A

Consultant Name: Atkins
Consultant No.: enter consultants proj. number
Date: 7/22/2021
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner / Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per
		\$69.97	\$46.34	\$51.31	\$52.03	\$42.75	\$27.29	\$32.21	\$39.13	\$22.04	\$19.90	\$0.00	\$0.00	Activity	Activity	Task
3. Project General and Project Common Tasks	129	6	0	39	0	28	26	0	19	0	10	0	0	129	\$5,270	\$41.17
4. Roadway Analysis	305	18	0	61	0	76	67	0	76	0	6	0	0	304	\$12,590	\$41.32
5. Roadway Plans	304	15	0	61	0	73	73	0	76	0	6	0	0	304	\$12,386	\$40.74
6. Drainage Analysis	389	23	0	66	0	97	124	0	58	0	0	0	0	388	\$15,822	\$40.78
7. Utilities	5	0	0	1	0	1	1	0	1	0	0	0	0	4	\$160	\$40.12
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	20	1	0	4	0	5	4	0	5	0	0	0	0	19	\$794	\$41.78
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	58	3	0	0	23	4	5	0	23	0	0	0	0	58	\$2,614	\$45.07
26. Landscape Architecture Plans	81	4	0	0	32	5	7	0	32	0	0	0	0	80	\$3,602	\$45.02
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,291	70	0	252	55	289	307	0	290	0	22	0	0	1,285		
Total Staff Cost		\$4,887.90	\$0.00	\$12,630.12	\$2,661.65	\$12,354.75	\$8,378.03	\$0.00	\$11,347.70	\$0.00	\$437.80	\$0.00	\$0.00		\$53,207.95	\$41.41

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:

OVERHEAD:	158.23%	\$53,207.95
OPERATING MARGIN:	15.00%	\$7,981.19
FCM (Facilities Capital Cost Money):	0.19500%	\$103.76
EXPENSES (including court reporter):	3.00%	\$1,596.24
Survey (Field - if by Prime)	0	\$0.00
4-man crew days @ \$ / day		
SUBTOTAL ESTIMATED FEE:		\$147,090.72
Subconsultant: Southeastern		\$0.00
Subconsultant: Bagwell		\$0.00
Subconsultant: Tierra		\$0.00
Subconsultant: Sub 4		\$0.00
Subconsultant: Sub 5		\$0.00
Subconsultant: Sub 6		\$0.00
Subconsultant: Sub 7		\$0.00
Subconsultant: Sub 8		\$0.00
Subconsultant: Sub 9		\$0.00
Subconsultant: Sub 10		\$0.00
Subconsultant: Sub 11		\$0.00
Subconsultant: Sub 12		\$0.00
SUBTOTAL ESTIMATED FEE:		\$147,090.72
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$147,090.72
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$147,090.72

Project Activity 3: General Tasks

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Ma	LS	1	55	55	Project management efforts including draft amendment "menus" to date
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	34	34	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	To be negotiated at a later date.
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	2	4	8	Coordination w/ Okaloosa County Transit & Emergency Services (1 meeting each)
3.12	Other Project General Tasks	LS	1	32	32	Review and additional work associated with the re-evaluation of a concept that has not been reviewed before (28 hrs). Additional graphics for re-eval documentation (4 hrs). (Assumes City will provide a summary of coordination to
3. Project Common and Project General Tasks Total					129	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	0	0	0	
Drainage	EA	2	2	4	Two people for one meeting @ 2 hours to discuss fish pond feasibility
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	4	0	
Landscape Architecture	EA	0	4	0	See tab 25
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	2	2	4	Two people for one meeting @ 2 hours to discuss R/W acquisitions
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Re-eval Coordination	EA	2	8	16	Two people for 4 conversations @ 2 hours each
Progress Meetings	EA	2	3	6	3 general coordination meetings, 2 staff, @ 1 hour each
Phase Reviews	EA	1	4	4	With City of Destin - PM time only. 1 additional phase review.
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		9		34	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
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Carries to 3.6

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	0	0	0	
4.2	Pavement Type Selection Report	LS	0	0	0	
4.3	Pavement Design Package	LS	0	0	0	
4.4	Cross-Slope Correction	LS	0	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	160	160	Reworking around intersections at Sandalwood, Anna and Benning, curb ramps and driveways redesign, running autoturn (70 hr). Multipath layout similar to attached concept, determining special grading, design speed of 18 mph for path (90)
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	0	0	0	
4.6	Access Management	LS	0	0	0	
4.7	Cross Section Design Files	LS	1	30	40	Updating cross section files to new typical section
4.8	Traffic Control Analysis	LS	1	3	3	Revise Typical sections and detail layouts.
4.9	Master TCP Design Files	LS	2	6	12	Revise TCP at Anna & Sandalwood as well as plan view layout
4.10	Design Variations and Exceptions	LS	1	0	0	None anticipated for roadway.
4.11	Design Report	LS	1	4	4	Update design report
4.12	Quantities	LS	1	10	10	Re-calculation of 60% quantities
4.13	Cost Estimate	LS	0	0	0	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	15	15	Verify changes do not adversely impact curb and gutter profiles at intersections
Roadway Analysis Technical Subtotal					244	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.16	Field Reviews	LS	0	16	0	
4.17	Technical Meetings	LS	1	17	17	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	7%	17	
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	12	
Roadway Analysis Nontechnical Subtotal					46	
4.21	Coordination	LS	%	5%	15	
4. Roadway Analysis Total					305	

Technical Meetings

Typical Section	EA	2	2	4	2 meetings, 2 staff @ 1 hour each
Pavement	EA	1	0	0	
Access Management	EA	1	0	0	
15% Line and Grade	EA	1	0	0	
Driveways	EA	1	0	0	
Local Governments (cities, counties, MPO)	EA	2	4	8	Presenting alternatives to council (includes work session and one additional in-person presentation), 1 hr meeting plus 3 hour travel each meeting
Work Zone Traffic Control	EA	1	0	0	
60/90 Comment Review Meetings	EA	2	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				12	

Progress Meetings	EA	1	2	2	1 Additional progress meeting, 2 staff @ 1 hours
Phase Review Meetings	EA	1	3	3	One additional phase meeting, 3 staff @ 1 hour

Total Meetings				17	
					Carries to 4.17

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
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Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	0	1	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	6	1	6	Update
5.3	Drainage Map (Including Interchanges)		Sheet	1	3	1	3	Update to move outer limits since curb is shifting
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	6		6	Update main typical section
5.4.2	Typical Section Details		EA	2	0		0	
5.5	General Notes/Pay Item Notes		Sheet	1	0	1	0	
5.6	Summary of Quantities		Sheet	2	0	2	0	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	3	2	3	6	Update
5.10	Optional Pipe/Culvert Material		Sheet	1	0	1	0	
5.11	Project Layout		Sheet	1	0	1	0	
5.12	Plan/Profile Sheet		Sheet	9	3	9	27	Update plan/profile sheets and labeling
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	0	0	0	0	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	3	12	3	36	Estimating 3 separate back of sidewalk profiles
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.19	Intersection Layout Details		Sheet	1	4	1	4	Update intersection layout
5.20	Special Details		EA	0	0		0	
5.21	Drainage Structure Sheet (Per Structure)		EA	73	0.75		55	New sections based on revised structure placement due to curb movement.
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0		0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.25	Retention/Detention Ponds Detail Sheet		Sheet	3	5	3	15	Nearly complete at 60% - Minor changes in grading to accommodate multiuse path all the way around the skinny pond similar to attached concept.
5.26	Retention Pond Cross Sections		EA	32	0.2		6	Update for minor regrading
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		Sheet	33	2	33	66	At 60% plans, cross sections are nearly complete. Include recalculation of earthwork, manual manipulation will be required in areas along the skinny pond to show the multiuse path extents without additional cross section sheets
5.30	Temporary Traffic Control Plan Sheets		Sheet	22	0.5	22	11	Update MOT Plans Sheets
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	Update
5.32	Temporary Traffic Control Detail Sheets		Sheet	4	1	4	4	Update - includes typicals and notes
5.33	Utility Adjustment Sheets		Sheet	9	3	9	27	Currently only providing a conflict matrix.
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	10		10	0	
5.36	SWPPP		Sheet	2		2	0	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	1	4	1	4	Not originally included
Roadway Plans Technical Subtotal						107	276	
5.40	Quality Assurance/Quality Control		LS	%	5%		14	
5.41	Supervision		LS	%	5%		14	
5. Roadway Plans Total						107	304	

Project Activity 6: Drainage Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	4	48	192	Update Pond Designs.
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	73	1.5	110	Nearly complete at 60%. All inlets and pipes will have to be recalculated and shifted. Recalculate spread.
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	5	5	Update report since curb is moving
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	0	16	0	
6.15	Cost Estimate	LS	0	12	0	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	20	20	Concept & coordination for trout pond

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Drainage Analysis Technical Subtotal					327	
6.18	Field Reviews	LS	0	12	0	
6.19	Technical Meetings	LS	1	4	4	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	7%	23	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	16	
Drainage Analysis Nontechnical Subtotal					43	
6.23	Coordination	LS	%	5%	19	
6. Drainage Analysis Total					389	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	1	4	4	Two staff to attend one drainage coordination meeting @ 2 hours
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				4	
Progress Meetings (if required by FDOT)	EA	0	12	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				4	

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	1	0	0	
7.3	Make Utility Contacts	LS	0	4	0	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	
7.6	Individual/Field Meetings	LS	0	16	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	0	8	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	5	5	Additional meeting w/ Destin Water Users plus travel
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	0	16	0	
7.11	Utility Coordination/Followup	LS	0	16	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					5	

Project Activity 7: Utilities

Technical Meetings		
Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0
Total Technical Meetings		0

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	8	0	0	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	8	1	8	
20.4	General Notes/Pay Item Notes		Sheet	0	4	0	0	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	5	2	5	10	Update SAPM sheets
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						6	18	
20.14	Quality Assurance/Quality Control		LS	%	7%		1	
20.15	Supervision		LS	%	5%		1	
20. Signing and Pavement Marking Plans Total						6	20	

Project Activity 25: Landscape Architecture Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	0	0	0	
25.2	Site Inventory and Analysis	LS	1	0	0	
25.3	Planting Design	LS	1	0	0	
25.4	Irrigation Design	LS	1	0	0	
25.5	Hardscape Design	LS	1	0	0	
25.6	Plan Summary Boxes	LS	1	0	0	
25.7	Cost Estimates	LS	1	0	0	
25.8	Technical Specification Provisions	LS	1	0	0	
25.9	Other Landscape Architecture	LS	1	40	40	Maximum 2 park visioning presentations for Council landscape proposals. (20 hours/park visioning ppt)
Landscape Architecture Analysis Technical Subtotal					40	
25.10	Outdoor Advertising	LS	1	0	0	
25.11	Field Reviews	LS	1	0	0	
25.12	Technical Meetings	LS	2	4	8	Two people for two meetings @ 2 hours each to discuss concepts
25.13	Quality Assurance/Quality Control	LS	%	7%	3	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	5%	2	
Landscape Architecture Analysis Nontechnical Subtotal					13	
25.16	Coordination	LS	%	10%	5	
25. Landscape Analysis Total					58	

Project Activity 25: Landscape Architecture Analysis

Technical Meetings				
FDOT (kickoff, concept review)	EA	0	0	0
Maintaining Agency (cities, counties)	EA	0	0	0
Utility Owners	EA	0	0	0
Local Agency for Tree Removal	EA	0	0	0
Local Citizen Group(s)	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 25.12

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 26: Landscape Architecture Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	0	0	0	0	
26.2	Tabulation of Quantities		Sheet	1	0	1	0	
26.3	General Notes		Sheet	1	0	1	0	
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	0	0	0	0	
26.5	Planting Plans For Linear Roadway Projects		Sheet	6	12	6	72	6 more plan sheets than originally scoped (includes ponds)
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	0	0	0	0	
26.7	Planting Details and Notes		Sheet	1	0	1	0	
26.8	Irrigation Plans for Linear Roadway Project		Sheet	0	0	0	0	
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	0	0	0	0	
26.10	Irrigation Details and Notes		Sheet	0	0	0	0	
26.11	Hardscape Plans		Sheet	0	0	0	0	
26.12	Hardscape Details and Notes		Sheet	0	0	0	0	
26.13	Maintenance Plan		Sheet	0	8	0	0	
26.14	Cost Estimate		LS	1	0		0	
Landscape Architecture Plans Technical Hours Subtotal							9	72
26.15	Quality Assurance/Quality Control		LS	%	7%		5	
26.16	Supervision		LS	%	5%		4	
26. Landscape Architecture Plans Total							9	81

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Nichole DeVito, Human Resources Manager

DATE: 07/28/2021

SUBJECT: FY22 Health Insurance Renewal/Upgrade

I. BACKGROUND: Each year Acentria reviews our claims and obtains quotes for the following years' benefits. The FY2022 renewal rates with our current carrier, Florida Blue came in 10% higher than the FY 2021 rates with no increase in benefits for the employees.

Once provided this information, staff requested that Acentria go out to market and obtain quotes from other insurance carriers.

The City of Destin is currently in the first year extension of a 3 year contract with Acentria, with one possible extension remaining.

II. DISCUSSION: After receiving initial renewal rates in excess of 10% higher than FY21 from our current carrier, Florida Blue, our broker, Acentria, reached out to other carriers for rate quotes. After careful analysis and discussion with staff, our broker advised that moving to United Healthcare would provide the best package at the lowest cost. By going to United Healthcare, not only are there premium savings, but also significant savings to the employee in nearly all categories including co-pays, maximum out of pocket expenses, etc. See the attached charts for details.

This information was presented to a round-table employee committee of the city. This committee represented a cross-section of the departments. The proposed plan and provider (United Healthcare) were well received by this committee.

In addition to renewal of expected insurance benefits, the City also proposes to provide all employees (part-time and full-time) access to the platform "Healthiest U", a virtual health

system with access to primary care physicians, specialty care physicians, mental healthcare and more! The cost of this additional benefit is \$16 per employee per month and will be completely covered by the savings in premium compared to FY21. Staff believes this will be an important benefit to our full-time employees and would also be a substantial benefit to many part-time employees who do not have any health insurance through the City.

Staff is proposing to contract with United Healthcare for FY22 due to a reduction in premiums, increased benefits to our employees and lower out of pocket expenses. These increased benefits for full and part-time employees will help the City accomplish FY22's top priority to "Offer livable wages & benefits to attract and maintain high caliber qualified staff".

A. Link to Strategic Goals / Objectives: City Council outlined "Offer livable wages & benefits to attract and maintain high caliber, qualified staff" as a critical priority for FY22.

B. Effect on Budget (EOB): Reduction in budget as compared to FY21

C. Level of Service (LOS):

III. CONCLUSION: The recommended change in insurance providers saves the city and employees money and allows all employees to have access to virtual healthcare, including part time employees and those that are not covered by our plan. It also provides full-time employees increased health benefits in the core insurance plan. This directly aligns with Council's critical priority of offering livable wages and benefits to attract and maintain a high caliber, qualified staff.

IV. RECOMMENDED MOTION: I move for the City Manager to execute a contract for health insurance effective September 1, 2021 as as proposed by Acentria.

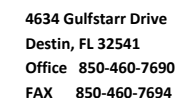
Attachments:

1. Healthcare FY21 vs FY22
2. City of Destin FL Blue cur ren HSA 05194-05195 05904 (9-1-21)
3. City of Destin UHC proposed plans (BWNC AHJC HSA) 9-1-21
4. City of Destin Blue Dental Choice cur ren with alt Guardian 2021
5. City of Destin BlueVision cur ren side by Guardina alt option 2021

**EMPLOYER PORTION OF HEALTH CARE COSTS
SUMMARY**

			BCBS 2021				BCBS 2022				United Health 2022			
	# FT Employees (HSA)	# FT Employees (PPO)	HSA Mthly		PPO Mthly		HSA Mthly	Total HSA	PPO Mthly	Total PPO	HSA Mthly			
			Premium	Total HSA	Premium	Total PPO	Premium	2022	Premium	2022	Premium	Total HSA	PPO Mthly	Total PPO
											2022	2022	Premium	2022
Single	10	43	568	5,678	693	29,779	611	6,110	763	32,819	491	4,915	664	28,546
Employee/Spouse	2	7	741	1,482	956	6,690	843	1,686	1,053	7,373	698	1,396	943	6,599
Employee/Children	3	9	488	1,464	637	5,734	562	1,686	702	6,319	396	1,188	535	4,816
Family	1	6	1,192	1,192	1,524	9,142	1,344	1,344	1,679	10,075	1,146	1,146	1,548	9,287
				9,815		51,345		10,826		56,586		8,645		49,247
Total Employees w/Healthcare	81		BCBS FY2021 Annualized:			733,921	BCBS FY2022 Annualized:			808,941	United Health FY2022 Annualized:			694,701
City's cost increase/(decrease) FY 2022 vs FY 2021										\$ 75,020	\$ (39,220)			
Percent increase/(decrease) FY 2022 vs FY 2021										10%	-5%			

Healthiest U
\$16/month x 120 employees 23,040



Florida Blue Insurance Company BlueOptions Large Group Current & Renewal Plans

**Routine for Age 50+ then frequency applies*



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CITY OF DESTIN

UNITED HEALTHCARE PLANS

	UHC - CHOICE PLUS PLAN BWNC / RX 570	UHC - CHOICE PLUS/W MOTION PLAN HSA AHJC / RX 570
Pharmacy Benefit	Rx	Rx
Tier 1 (Generic)	\$0 Deductible	Calendar Year Deductible
Tier 2 (Preferred Brand)	\$10	\$10
Tier 3 (Non-Preferred Brand)	\$35	\$35
	\$70	\$70
Doctor Copay (PCP)	\$25 copay	10% AFTER Deductible
Doctor Copay (Specialist)	\$50 copay	10% AFTER Deductible
Deductible (pp/fam)	\$500 / \$1,000	\$3,000 / \$6,000
Coinsurance (In Network)	80/20	90/10
Out Of Pocket Max (pp/fam)	\$4,000 / \$8,000	\$6,550 / \$13,100
HOSPITAL - (In Patient)	20% AFTER Deductible	10% AFTER Deductible
HOSPITAL - (Out Patient Surgery)	20% AFTER Deductible	10% AFTER Deductible
ER Copay	\$350 copay	10% AFTER Deductible
Urgent Care (non urgent not covered)	\$50 copay	10% AFTER Deductible
X-ray and other Diagnostic Testing	\$0	10% AFTER Deductible
Major Diagnostic & Imaging	\$200 copay	10% AFTER Deductible
Preventive Care (In Network)	\$0	\$0
Mammograms	\$0	\$0
*Colonoscopy Age 50+	\$0	\$0
Lab Work (Quest or LabCorp)*	\$0	10% AFTER Deductible - Designated Ntwk* 50% AFTER Deductible - Network
LIFETIME Max Benefit	No Maximum	No Maximum
Out of Network Benefits?	YES	YES
Effective 9/1/2021	UHC RATES	
	PLAN BWNC / RX 570	PLAN HSA AHJC / RX 570
EMPLOYEE	\$663.85	\$491.49
Extra For SPOUSE	\$942.67	\$697.92
Extra For CHILD	\$535.08	\$396.15
Extra For FAMILY	\$1,547.78	\$1,145.92

*Plans with Out of Network benefits have separate out of network deductibles, out of pocket maximums, and only pay 50% coinsurance.

FINAL RATES WILL BE BASED ON FINAL ENROLLMENT



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FLORIDA COMBINED LIFE CURRENT - RENEWAL DENTAL PLAN & GUARDIAN ALTERNATE DENTAL PLAN OPTION

FLORIDA COMBINED LIFE CURRENT/RENEWAL DENTAL PLAN			
EFFECTIVE DATE: 9/1/2021		Blue Dental Choice Plus	
		Monthly Premiums	
		Current Rates	Renewal Rates
Employee Only		\$39.94	\$39.94
Employee + Spouse		\$86.05	\$86.05
Employee + Child(ren)		\$99.75	\$99.75
Family		\$142.72	\$142.72
Network		Florida Combined Life	
Rate Guarantee		1 year	
Participation Requirement		assumes current enrollment continues	
DEDUCTIBLE			
Individual / Family		\$50 / \$150	
ANNUAL MAXIMUM		In Network	Out of Network
		\$2,000	\$2,000
PREVENTIVE SERVICES		100%	100%
Exams			
Cleanings			
Sealants			
Bitewing X-Rays			
Full Mouth X-Rays			
Fluoride			
Space Maintainers			
BASIC SERVICES		100%	80%
Fillings (Silver)			
Periodontics - Scaling & Root Planing (per quadrant)			
Endodontics - Root Canal (molar)			
Extractions (routine & surgical)		60%	50%
MAJOR SERVICES			
Crowns			
Dentures			
Implants			
ORTHODONTICS		\$2,000	
Lifetime Maximum		50% (child to age 19)	
SPECIAL FEATURES			
Waiting Periods		None	
Maximum Rollover Benefit		Opt in	
SPECIAL NOTES:			

GUARDIAN ALTERNATE DENTAL PLAN OPTION			
EFFECTIVE DATE: 9/1/2021	PPO U1 PLAN		
	Monthly Premiums		
Employee Only	\$31.95		
Employee + Spouse	\$68.84		
Employee + Child(ren)	\$79.80		
Family	\$114.18		
Network	DentalGuard Preferred		
Rate Guarantee	1 Year		
Participation Requirement	Minimum participation is 25%, 5 enrolled These rates assume 75% participation of all eligible, rates may adjust based on actual participaiton		
DEDUCTIBLE		\$50 / 3 per Family unit	
Individual / Family			
ANNUAL MAXIMUM	In Network	Out of Network	
	\$2,000	\$2,000	
PREVENTIVE SERVICES			
Exams Cleanings Sealants Bitewing X-Rays Full Mouth X-Rays Fluoride Space Maintainers	100%	100%	
BASIC SERVICES			
Fillings (includes posterior composites) Periodontics (Gum Disease) Endodontics (Root Canal) Simple Extractions	100%	80%	
MAJOR SERVICES			
Single Crowns/Inlays/Onlays/Veneers Bridges/Dentures General Anesthesia Repairs: crowns, dentures, & bridges Implants	60%	50%	
ORTHODONTICS		\$2,000	
Lifetime Maximum	50% (Ortho in progress covered)		
SPECIAL FEATURES			
Waiting Periods	None		
Carryover Benefit	Included		
SPECIAL NOTES: Dependent Coverage to age 26			



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CITY OF DESTIN

BLUEVISION PLAN CURRENT/RENEWAL PLAN

Effective Date:	BlueVision Plan 4	
September 1, 2021	In Network	
	Current	Renewal
Employee Only	\$8.92	\$8.92
Employee + Spouse	\$16.07	\$16.07
Employee + Child(ren)	\$16.98	\$16.98
Family	\$26.81	\$26.81
Network	Florida Combined Life	
Rate Guarantee	1 year	
Participation Requirement	Assumes current enrollment continues	
Exam	\$10 copay / 12 Months	
Lenses Frequency (single, bifocal, trifocal, lenticular)	\$20 copay /12 Months	
*Frame Frequency	BlueVision will pay \$130 retail + 20% off balance after \$20 copay (\$25 for Premier Level)/ 12 months	
*Contact Lenses Frequency	\$20 copay (medically necessary) /12 Months (in lieu of eyeglasses) Elective - BlueVision will pay \$130 max plus 15% off balance after \$20 copay (For fitting & evaluation exam & Follow Up Care member receives 15% discount on fees)	
Special Notes:	BlueVision will pay specific maximum amounts for services out of network Vision is only valid with the sale of dental	

GUARDIAN VOLUNTARY VISION PLAN OPTION

Effective Date:	VSP Full Feature- Choice B	
September 1, 2021	In Network	
Employee Only	\$8.21	
Employee + Spouse	\$14.78	
Employee + Child(ren)	\$15.62	
Family	\$24.67	
Network	VSP Choice Network	
Rate Guarantee	2 Years	
Participation Requirement	Rates quoted assume 50% enrollment. Minimum participation is 25%, but the rates may adjust	
Exam	\$10 copay / Calendar Year	
Lenses Frequency (single, bifocal, trifocal, lenticular)	\$20 copay /Calendar Year	
*Frame Frequency	Guardian will pay \$130 retail + 20% off balance after \$20 copay / Calendar Year (special terms for Walmart/Sam's/Costco - Guardian will only pay \$70 allowance)	
*Contact Lenses Frequency	\$20 copay (medically necessary) /Calendar Year Elective - Guardian will pay \$130 max (copay waived) For fitting & evaluation exam member receives 15% off fee	
Special Notes:	Guardian will pay specific maximum amounts for services out of network Child Coverage to Age 26 Vision is only valid with the sale of dental	

No additional discounts are available on frames/contacts purchased at Walmart or affiliated entities with BlueVision

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.F.

TO: City Council

THRU: Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 7/27/2021

SUBJECT: Business Performance Consulting Services

I. BACKGROUND: At the July 19, 2021 regular City Council Meeting,

Councilmember Schmidt requested that staff bring back information on a company that looks at expenses and provides cost saving options and who recently met with the City Manager and Finance Director. Councilmember Schmidt requested that the City Manager share any information and advice they received from the company at the next council meeting.

In May of 2021, the City Manager and Finance Director participated in an informational meeting with Optimally, a business performance consultant (BPC). During this meeting, staff was advised how business performance consultants can examine operating expenses and potentially negotiate lower rates with certain vendors to save money for an organization. The price for this service is 50% of the cost savings for three years, which is estimated to be above the City Manager's purchasing threshold.

Destin Purchasing Procedures

On June 17, 2019, Council voted 7-0 (ATT1 & ATT2) to adopt Resolution 19-07 (ATT3), which established updated comprehensive purchasing procedures for the City of Destin.

The primary goal of public purchasing is to maintain a competitive procurement system of openness, fairness and integrity with the following three objectives: effectiveness, efficiency, and economy.

Resolution 19-07 (ATT 3)

Resolution 19-07 establishes the administrative procedures by which the City of Destin will purchase materials, supplies, equipment, and secure various contractual services and, provide greater cost effectiveness and public accountability in the procurement process.

Excerpts for sections 1 and 4 from Article 3 of Resolution 19-07: Purchasing procedures for purchases exceeding \$15,000:

1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds \$ 15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding\$ 15,000.

II. DISCUSSION: Destin's Adopted Purchasing Requirements

1. The City has established an administrative purchasing manual **ADM-30 (ATT4)**, which is based on council's adopted **Resolution 19-07 (ATT1)**. The purpose of this purchasing manual is to establish the administrative procedures by which the City of Destin will purchase materials, supplies, equipment, and secure various contractual services and, provide greater cost effectiveness and public accountability in the procurement process. This provides transparency and consistency in the City's purchasing procedures.
2. The City heavily utilizes pre-negotiated rates through state contracts, state cooperative purchasing agreements or competitive bidding for potential operating expenses.
3. The purchasing threshold for the City Manager is \$15,000. Except for a very few exemptions (utility services, etc.), anything above \$15,000 is required to be brought to the City Council for approval. In addition, contractual services in excess of \$15,000 are to be competitively bid.

2020 Internal Audit of Utility Expenses and Continuing Services Contracts

In 2020, staff spent hundreds of hours reviewing all existing continuing service contracts to ensure best practices were being applied in the management of those contracts. In addition, our utility bills were thoroughly examined to ensure accuracy of billing for utility services.

Insurance

These contracts are evaluated and competitively bid at regular intervals. Every year, our health insurance is re-evaluated for cost and value.

Business Performance Consultant (BPC) Feedback

After our informational meeting with the BPC, the company stated they have identified possible savings in the city's operational expenses, to include insurance, telecom and office supplies. They would not provide specific details on identified vendors or expenses until a contract is executed and they become part of the organization's vendor engagement process. The BPC proposed to target approximately \$100,000 in possible savings in Destin's operational expenses.

The BPC indicated that they are usually compensated for 3 years and through 50% of identified savings in the City's operational expenses. At this stage, the BPC will not provide any additional details concerning any vendors or utilities they believe to have identified.

For all of these reasons, staff must assume that any possible BPC services could be in excess of the City Manager's purchasing or contractual threshold of \$15,000.

- A. **Link to Strategic Goals / Objectives:** Financially Sound City Providing Service Excellence
- B. **Effect on Budget (EOB):** Potential cost savings, no increase to expenditures.
- C. **Level of Service (LOS):**

III. CONCLUSION: Staff wants to ensure continued transparency and accountability in our purchasing and procurement process.

Normally, vendors are chosen through a competitive procurement process to meet the primary goal of transparency, openness, and competitive fairness. The first step before issuing a request for proposals is to understand the potential costs of contracting with a consultant.

Staff is seeking guidance on how to possibly proceed with vendors offering business performance consulting services for the City of Destin. Staff also believes it is reasonable to assume that any business performance consulting services may exceed the City Manager's purchasing threshold of \$15,000.

Options for council members to consider include:

Option 1 - *Direct the City Manager to design and release an Request For Proposals (RFP) for business performance services and bring back recommended vendors to the City Council for approval in accordance with our procurement manual.*

Option 2 - *Waive the City's usual competitive procurement process and direct the City Manager to negotiate a contract with Optimally business performance services and bring forth a contract for City Council approval.*

or

Do nothing

IV. RECOMMENDED MOTION: *I move that the City Council authorize:*

Option 1 - *Direct the City Manager to design and release an RFP for business performance services and bring back recommended vendors to the City Council for approval in accordance with our procurement manual.*

Option 2 - *Waive the City's usual competitive procurement process and direct the City Manager to negotiate a contract with Optimally business performance services and bring forth a contract for City Council approval.*

or

Do nothing

Attachments:

ITEM # 2021-3947

1. ATT1 - June 17, 2019 Agenda Item
2. ATT2 - June 17, 2019 Minutes
3. ATT3 - Resolution 19-07
Comprehensive Purchasing Procedures
4. ATT4 - ADM-30 Purchasing Manual

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Bragg Farmer, Finance Director

DATE: May 9, 2019

SUBJECT: Purchasing Policy – Resolution 19-07

I. BACKGROUND: The current comprehensive purchasing policy was adopted on January 16, 2018. This resolution establishes comprehensive purchasing procedures for the City of Destin.

II. DISCUSSION: It is financially prudent to periodically review the City financial procedures to ensure they are modified to meet the ongoing change in governmental financial transactions. This revision of the purchasing resolution adds the Federally Funded Procurement requirements to the City Purchasing Policy. Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

A. Link to Strategic Goals / Objectives: Organizational Excellence goal III.A.1.

Develop a sustainable Operating & Capital budget ensuring the City is managed in a fiscally sound manner and complies with legislative mandates.

B. Effect on Budget (EOB): This will not have a significant effect on the current year expenditure budget.

C. Level of Service (LOS): This will allow the City to be in compliance with

the Federal Government when purchasing goods and services while using Federal Funds.

III. CONCLUSION: It is in the City's financial interest to add the Federally Funded Procurement policy to the City Purchasing Policy.

IV. RECOMMENDED MOTION: I move that Council adopt Resolution 19-07.

Attachments:

1. ADM-30 Purchasing Manual
amended May 2019
2. Purchasing Resolution 19.07

Mr. Perdue replied that FDOT has no legal authority whatsoever over land use and land development.

Having no further comments from the public, 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”).

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, stated that she attended the May 28th TDC meeting when they were having a preliminary discussion on the proposed Fiscal Year 2020 budget. She noted that the total revenue collected by the TDC was approximately \$24 million. Over 40 percent of that amount had been earmarked for Sales and Marketing, but only 10 percent is earmarked for public safety. They are spending a large amount of this revenue to bring people to this area, but they are spending a lot less money to protect them. She continued that the 10 percent is shared among the Okaloosa County lifeguards (29 percent), Destin lifeguards (39 percent), marine/law enforcement (26 percent), new equipment (4 percent) and reserve (1 percent). She expressed concern over the safety of residents and visitors to their beaches as there are situations happening out on these beaches. For instance, a young man recently drowned. He lost his life because they do not have appropriate resources to protect visitors. She continued there are multiple situations on their beaches that people do not hear about. Residents are saving the lives of tourists. Her own daughter saved someone’s life when she was only 14 years old because she had proper training through the Okaloosa County Junior Lifeguard Program. She urged the City to take the necessary steps to obtain more money for public safety from the TDC.

4. CITY MANAGER REPORTS

A. Purchasing Policy – Resolution 19-07

The City Manager explained this resolution establishes comprehensive purchasing procedures for the City of Destin. This revision of the purchasing resolution adds the federally funded procurement requirements to the policy. This will allow the City to be in compliance with the federal government when purchasing goods and services while using federal funds.

Councilmember Menchel moved to adopt Resolution 19-07; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Traffic Signal Synchronization – City of Destin

Public Services Director Michael Burgess noted that he received some correspondence from Okaloosa County and District 3 of FDOT stating that the last time US Hwy 98 corridor was assessed for traffic light synchronization was in 2016; which was the same time the pedestrian signals were placed. They also provided the following information:

- The US Hwy 98 arterial in Destin, Florida currently services an average of 368,000 vehicles per week within the retiming project area

RESOLUTION 19-07

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$15,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$15,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 18-05.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes and Section 1.01 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties:

A. Authority

1. The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.

6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

7. The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

8. The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

Article 2. Purchasing procedures for purchases not exceeding \$15,000:

All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed \$15,000 may be approved by the City Manager and purchased pursuant to the following procedures:

1. Any purchase of supplies, materials and equipment not exceeding \$1,000 may be made by any authorized employee and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.

2. Any purchase of supplies, materials and equipment between \$1,001 and \$5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.

3. Any purchase of supplies, materials, equipment or services between \$5,001 and \$15,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.

Article 3. Purchasing procedures for purchases exceeding \$15,000:

1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds \$15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.

3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies, materials and equipment, or contractual services included in the proposed contract.

4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000.

Article 4. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 and 3 of this Resolution.

Article 5. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manager's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds \$15,000, a full report of such purchase

shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds \$15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds \$15,000, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 6. Federally Funded Procurement Rules:

Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 7. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 8. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 3, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. Nothing herein affects the requirements of the Florida Consultants Competitive Negotiation Act or City Resolution 01-13.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities.

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager.

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier), All purchasing of IT hardware and software must be approved by the IT director or his designate prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 9. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 5 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.
6. Advertising.

Article 10. No Bid Received Procedure:

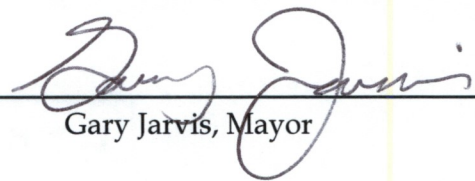
Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

SECTION 3. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 17th DAY OF JUNE 2019.

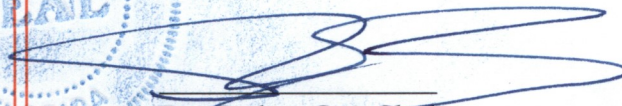
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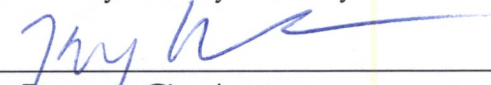
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.



Rey Bailey, City Clerk



Kyle Bauman, City Attorney

P U R C H A S I N G M A N U A L

This Operating Instruction (OI) establishes and defines the purchasing manual for the City of Destin, Florida.

I. **REFERENCES:** The governing references for this OI are City Resolution #19-07 and General Accepted Accounting Procedures as adopted by the National Accounting Standards Board and the Governmental Accounting Board and other Federal, State and local laws, statutes, ordinances, directives and policies as they apply to local government purchasing and/or the City of Destin.

II. **GENERAL:** This OI's purpose is to establish the administrative procedures by which the City of Destin will purchase materials, supplies, equipment, and secure various contractual services and, provide greater cost effectiveness and public accountability in the procurement process.

This OI is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

III. **DEFINITIONS:**

- A. City Manager: is the City Manager of the City of Destin, Florida, and shall, where appropriate, include his/her duly authorized designee.
- B. Continuing Services Contract: A contract for services or material entered into in accordance with the City's bid procedures whereby the contractor, firm or individual provides goods or services for work of a specified nature as outlined in the bid and contract.
- C. Continuing Service Contract Renewal: Contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
- D. Consultant: Is one who provides professional advice or services, which include, but are not limited to attorneys, architects, engineers, surveyors and accountants.
- E. Cooperative purchases: are the advance combining of two or more political entities to obtain the advantages of volume purchases, improved specifications, reduced administrative costs, and increased intergovernmental cooperation.
- F. Emergency Purchase: A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk. Or, critical City operations will be severely affected in an adverse situation.
- G. Life Cycle Cost: A procurement technique that takes into account demonstrable and documented operating maintenance, the cost of property, other cost of ownership and usage and resale or residual value in addition to acquisition price in making an award on low total cost.

- H. Price Quotes: Competitive quotations are to be obtained as detailed in Section G. Competitive Threshold/Approvals and shall include a statement of price, terms of sale, and description of goods or services.
- I. Property: Fixtures and other tangible personal property of a non-consumable nature, with a value of one thousand dollars (\$1,000.00) or more and normal expected life of one (1) year or more. The City Manager shall identify other items as "property" at her/his discretion and require formal accounting records be maintained for such items.
- J. Proprietary: refers to goods and services owned by a private individual or corporation under a trademark or patent.
- K. Purchase Order: The City's official legal record of contract between the City and vendor, issued separately or in conjunction with other documents, which delineates the responsibilities of both parties in the provision of and payment for goods and services required by the City. The purchase order also is the mechanism by which budgetary and cash balances are encumbered in the City's accounting system.
- L. Purchase Requisition: The internal process required for the request to purchase materials and services that is not of an emergency nature and not covered under Petty Cash or P-Card procedures.
- M. Request for Bids: Written documents inviting potential vendors to submit sealed, written pricing for specific goods and/or services in conformance with specifications, terms, conditions and other requirements described in the formal bid documents.
- N. Request for Proposal: The solicitation document used for competitive proposals, the customary method used for the purchase of professional services, and other goods or services when there is an uncertainty of the exact product or service that is required. The Request for Proposal allows for negotiations after they have been opened to allow clarification and changes in the proposal in the best interest of the City.
- O. Sole Source (Non-Competitive) Purchase: An award for goods or services to the only known capable supplier, such as unique, patented, proprietary, or franchised supplies, or by the unique nature of the requirement, the vendor, the impracticality of obtaining competition or market conditions.
- P. Supplies: Includes all supplies and equipment other than tangible property. Tangible property is property capable of being appraised at an actual or approximate value.
- Q. Using Agency: Any department, agency or other unit of the City using supplies, property or contractual services.

IV. POLICY AND PROCEDURES:

These policies are hereby established for purchasing supplies, material and any other matter or commodity necessary for the operation of the affairs of the City and are consistent with the requirements of City Resolution #13-10.

A. GOALS AND OBJECTIVES

The goal of the purchasing activity is to obtain needed goods and services at the lowest ultimate cost consistent with prevailing economic conditions, appropriate standards of quality and continuity of service while establishing and maintaining a competitive procurement system of openness, fairness and integrity.

1. There are three (3) major objectives of the public purchasing process:
 - a. Effectiveness: The quality of the goods and/or services procured, the units and quantities procured, and the method of procurement are appropriate to the needs of the city.
 - b. Efficiency: The time and effort expended, from definition of need through final delivery, and the cost associated with acquiring the needed goods and/or services are reasonable in order to achieve value.
 - c. Economy: The prices paid for goods and/or services shall reflect responsible use of taxpayer dollars and be in the best interest of the City, consistent with the requirements of the procurement.
2. All employees involved in the procurement process shall subscribe to and be guided by the following principles:
 - a. Consider the best interests of the City in all transactions and to carry out the City's policies and procedures.
 - b. Purchase without prejudice, seeking to obtain the maximum value for each dollar expended in accordance with established quality standards.
 - c. Foster honesty and truth in buying and to avoid conflicts of interest, unethical practices and the appearance of same.

B. SCOPE OF POLICY

This policy shall apply uniformly to all employees and departments for the expenditure of any and all funds provided or authorized through or by the City Council, City Manager or the City's Annual Budget.

This policy shall apply to the purchase of goods and/or services, unless the Purchasing Procedures, the City Council, or any applicable Federal, State or local law specifically makes that purchase exempt.

C. RESPONSIBILITIES:

A. Authority

1. The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City

Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administering all aspects of the exempted procurement.

6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

7. The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

8. The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

- a. The City Manager is responsible for ensuring that the purchasing policy is applied uniformly and consistently in all City offices and departments. The City Manager is responsible for establishing administrative guidelines for the purchase of all commodities, materials, equipment and services for City agencies, departments and offices.
- b. Department Directors are responsible for ensuring that employees in their department or office are fully familiar with federal, state, and local laws, including City policies, regulations and procedures regarding the purchase of commodities, materials, equipment and services. All employees comply fully with the provisions of said laws, policies, regulations and procedures.
- c. The Finance Director shall provide assistance and advice, as necessary, in the administration of, and compliance with, the purchasing policies and procedures. The Finance Director, designated by the City Manager, is responsible for the direction and management of the City's procurement processes and operations.
- d. The Finance Department is also responsible for providing training to familiarize City employees with purchasing law, concepts, City policies and procedures.

D. UNAUTHORIZED PURCHASES

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase

of supplies, services, or equipment shall be made without authorization as described within this OI or Resolution #13-10.

E. Subdividing Procurements

Purchases, orders, or contracts that are subdivided to circumvent the requirements of this Manual or threshold authority as set forth in this Policy shall be considered unauthorized purchases and are prohibited.

F. PURCHASE REQUISITIONS

All requisitions shall give a clear item description, quantity, unit of measure, and estimated cost. Requisitions shall only be submitted when there are sufficient funds to cover the cost.

1. **ITEM DESCRIPTIONS**

Item purchase descriptions set forth the essential physical and functional characteristics of the supplies or services required. The minimum requirements of the City should be expressed in the description. However, do not confuse minimum requirements with minimum descriptive data. Include as much information as possible to describe exactly what you need.

2. **BRAND NAME**

Descriptions or specifications should be written to preclude limiting purchases to a specific brand name which can restrict competition and often results in higher prices. If a specific brand name and/or model are being recommended, the department head must attach a written memo justifying why 'an equal' is not acceptable.

In certain circumstances, the City Council may determine that it is in the best interest of the City to standardize the brand of certain equipment purchased, even though the bid submitted for the equipment is not the lowest. Standardizing can be advantageous to the City in that parts may be interchangeable with other units, the cost of training for the operation, repair and maintenance of the equipment can be reduced, and savings on the inventory of parts for the equipment can be achieved.

G. COMPETITIVE PROCUREMENTS

1. Invitations to Bid require public notice (legal publication), public bid opening at a time and place designated in the bid document, and a minimum of ten (10) working days between publication of the bid invitation and bid opening.
2. Invitation to bid shall be required for procurements of goods and contractual services with an estimated aggregate or project cost of more than \$15,000.00.
3. Request for Proposal (RFP) may be used for competitive purchases, the purchase of professional services and other goods or services when there is an uncertainty

about the exact product(s) or service(s) required with an estimated aggregate cost of more than \$15,000.00.

4. RFPs require public notice (legal publication), public proposal opening at a time and place designated in the proposal document, and a minimum of ten (10) working days between publication and proposal opening. Exceptions may be made in cases of emergency.
5. Registration or certification under Florida Statute Chapter 489 is required before any contract is awarded for construction work on buildings or other improvements to real property, except for roads or utilities as specified in Florida Statutes section 489.113, or otherwise exempt under Florida Statutes section 489.103.
6. The City Council may waive the competitive procurement requirements when deemed to be in the best interest of the City.

H. COMPETITIVE THRESHOLD/APPROVALS

1. Competitive requirements for commodities, services, construction and equipment:
 - a. Purchase of supplies, materials and equipment not exceeding \$1,000.00 may be made by any authorized employee and shall be evidenced by a receipt and approval by the Department Head or his/her designee and delivered to the Finance Department.
 - b. Purchase of supplies, materials and equipment between \$1,001 and \$5,000 shall be approved by the Department Head, Finance Director and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Quotes must be memorialized in a memo attached to the invoice.
 - c. Purchase of supplies, materials, equipment or services between \$5,001 and \$15,000 must be requested by requisition and shall be approved by the Department Head, Finance Director and City Manager. The Department shall solicit a minimum of three (3) written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition.
 - d. Request for purchases in amounts greater than \$15,000.00, require public advertisement and/or sealed procedures in accordance with City resolution. Award/Rejection of bid or proposal shall be made by the City Council. The Agenda, Action Agenda, Contract and scope of work shall be attached to the requisition.
 - e. No contract or purchase shall be subdivided to avoid the purchasing requirements as stated here in.
2. The following shall be used to determine a fair and reasonable price:

- a. Previous Purchase
 - b. Purchase of similar or like item
 - c. Established price list
 - d. Catalogs
 - e. Similar items purchased by other public entity
3. All purchasing of IT hardware and software must be approved by the IT director prior to purchasing to ensure uniformity throughout the City.
4. The purchase of services for temporary employees shall have the approval of the Human Resources Manager, Finance Director and City Manager before a purchase order/contract is issued.
5. Personnel authorized to purchase commodities/services shall document procurement transactions to provide a basis for audit and compliance reviews and to establish a written record of the purchasing discussions to ensure continuity of the purchasing activity.
6. Required documentation includes the approved requisition, request for quotations, quotations, analysis of the quotations, memos on negotiations, amendments to purchase orders, revisions in specifications, quantities, or delivery and all other pertinent correspondence.

I. WOMEN, MINORITY AND SMALL BUSINESS REQUIREMENTS (W/MBE)

1. The purpose of the minority, women, and small business enterprise program and Disadvantaged Business Enterprise is to provide guidance in the outreach of W/MBEs to ensure awareness and opportunities of doing business with the City of Destin. The minority, women, and small business enterprise program shall only apply to those projects, services, or commodities funded by a federal or state grant/contract/agreement having W/MBE requirements and, not otherwise covered by a W/MBE or disadvantaged business enterprise program.
2. The Finance Department will ensure compliance with this purpose by ensuring its requirements are included in competitive procurements as it applies to both primary and subcontractors.
3. The City will accept certification of W/MBE status from the City of Tallahassee, Leon County and State of Florida, Office of Supplier and Diversity as well as the Florida Department of Transportation (FDOT), DBE program in lieu of creating its own certification program. The City may also consider and accept certification from other State of Florida, county or city programs on a case by case basis.

26.02 - W/MBE Requirements

1. The City will utilize the State of Florida and/or when deemed appropriate FDOT directories to notify certified W/MBE firms of procurement opportunities in the

City of Destin. The efforts of such outreach shall be maintained in the original procurement solicitation file.

2. When deemed appropriate by the City, primary contractor that intends to use subcontractors shall also use the State of Florida, and/or when deemed appropriate FDOT directories of W/MBE to solicit W/MBEs for subcontracting opportunities under a primary contract.
3. When deemed appropriate by the City, primary contractor that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with the competitive procurement document.

J. BIDDING PROCEDURES

Competitive bids are required for all purchases, supplies and services, when the estimated cost thereof shall exceed \$15,000, except as specifically exempted in this policy.

1. Invitation for Bid/Proposal Procedure: All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$15,000, shall be purchased by invitation for bid/proposal from the lowest responsive, responsible bidder unless otherwise stated in this policy, after due public notice inviting bid/proposals.
2. Nature, Type and Frequency of Advertisements: Notice shall be advertised for two consecutive weeks at least 10 days prior to the opening in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The advertisement will call for sealed bids or proposals for goods, supplies and services, when the estimated proposed cost is expected to be more than \$15,000. The City will also place a notice of such bid on its web page for Internet access.
3. If state or federal law or a state or federal agency provides other required methods of newspaper notice which differentiate from the City's requirements, in those circumstances, the requirements of state or federal law or state or federal agency shall be followed when advertising in a newspaper.
4. Florida Statutes section 255.0525, states that any construction project that is projected to cost more than \$200,000.00 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 calendar days prior to the bid received date and at least five calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than \$500,000.00, it must be advertised at least 30 calendar days prior to the bid received date and at least five calendar days prior to any pre-bid conference.
4. Bidders List: Bids shall be solicited from all responsible prospective suppliers who are on the City's Bid List, which the City Clerk's Office shall maintain. Departments may utilize Internet email for notifying vendors when such vendors

have provided the Department with an email address. Invitations will be sent to those vendors on the bidder's list who supply commodities that are similar in character to the item(s) being purchased.

5. Bid Opening Procedure: Bids shall be submitted in sealed envelopes to the City Clerk and shall be identified as bids on the envelope. Unsealed bids will not be opened or accepted.
 - a. Opening: Sealed Bids shall be opened in public at the time and place stated in the public notice. The City Clerk, or any person designated by the City Clerk or the City Manager, shall witness openings.
 - b. Purpose: The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening.
 - c. Late Receipt: Bids shall not be accepted or opened if received after the date and time called for in the bid notice.
 - d. Signature: Failure to properly sign the bid shall invalidate the bid and the bid will not be considered.
6. Rejection of Bids: The City Manager shall have the authority to recommend to the City Council the rejection of all bids, parts of all bids, or all bids for one or more supplies or contractual services included on the proposed bid when the public interest will be served thereby. The City Manager shall not recommend acceptance of a bid from a contractor who is known by him to be in default on the payment of taxes, licenses or other monies due the City.
7. Criteria for Determining Lowest, Best Responsive, and Responsible Bidder: Contracts shall generally be awarded to the lowest, best responsive, responsible bidder. In determining the 'lowest, most responsive, responsible bidder' in addition to price, the Bid Committee may consider:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 - b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay.
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - d. The quality and timeliness of the performance of previous contracts or services with the City and with other entities.
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

- f. The sufficiency of the bidder's financial resources and ability of the bidder to perform the contract or provide the service.
 - g. The quality, availability and adaptability of the commodity or contractual service to the particular use required.
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract and the associated maintenance cost.
 - i. The number and scope of conditions or exceptions attached to the bid.
 - j. The best interest of the City in relation to standardizing the brand of certain equipment purchased, where standardizing can achieve certain operational efficiencies and cost savings.
 - k. Life cycle costs.
8. Bid Award: The City Manager shall recommend award of bids to the City Council when the amount exceeds \$15,000.00.
- a. Departments shall select vendors based on total cost, which considers delivery, freight costs, prices, quality, life cycle costs, warranty, services, terms and conditions, and shall recommend award to the vendors who best meet these requirements.
 - b. Award to other than apparent low bidder shall be documented to show the rationale for rejection (i.e.: does not meet specifications, delivery requirements and past performance problems).
 - c. Purchase orders shall not be issued when an account has insufficient funds to cover the cost unless approved by the Finance Director.
 - d. The City reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality on bids received that in its judgment will be in the best interest of the City.
9. Award to Other Than Low Bidder: When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the using department and filed with the other documents relating to the transaction.

K. EXEMPTIONS TO BID REQUIREMENT

The following situations are exempted from formal competitive bid requirements:

- 1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements; however, a

formal written contract, approved by the Council, shall be required for all such contracts in excess of \$15,000.00, and any applicable state law, such as the Consultant's Competitive Negotiation Act F.S. 287.055 or local resolutions, such as Resolution 01-13, shall be followed.

2. Sole Source (Non-Competitive) Supplies: Non-competitive (sole source) supplies, available from only one source, such as unique, patented, or franchised supplies, are exempt, provided however, that such purchases in excess of \$15,000.00 require a formal, written approval by the Council.
 - a. Department Directors may request a sole source purchase by forwarding a memo, with justification for sole source, to the Finance Department. Justification shall contain the following information as a minimum:
 1. How was a determination made that the goods/services being purchased are only available from one source?
 2. What contacts (if any) were made in an attempt to identify alternate sources?
 3. What is the rationale that the goods/services being purchased cannot be substituted with similar goods/services from other sources?
 - b. The Finance Department shall review the sole source request and recommend approval or denial to the City Manager. Recommendation for approval shall contain justification as to the validity of the sole source.
 - c. The City Manager is authorized to approve the request if the cost is less than or equal to \$15,000.00. City Council shall approve request for more than \$15,000.00, unless an emergency exists as defined in this policy.
3. Bids and contracts from other entities: The Council may find that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities. If such purchases are in excess of \$15,000.00 the bid will require Council approval.
4. Cooperative Purchasing: The City Manager may procure, without following formal contract procedure, all supplies, materials and equipment that are cooperative purchases. The City Manager shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the City would be served thereby. This is subject to the requirement that any purchase in excess of \$15,000 requires Council approval, unless the purchase has been approved in the annual budget and the items purchased have a unit price of \$15,000.00 or less. Any cooperative purchase from another government entities must be procured in compliance with 2 CFR 200.
5. State Contract: The City Manager may procure, without following formal contract procedure, all supplies, materials and equipment which are the subject of contracts

with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, provided that any purchase in excess of \$15,000.00 shall require Council approval. Any state contract that the City is making a cooperative purchase must be procured in compliance with 2 CFR 200.

6. Computer Equipment and Peripherals: Bidding is not required for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier) when the collective value of multiple items is greater than \$15,000.00, provided written quotes on vendor stationery are obtained from a minimum of three (3) vendors and requires Council approval.
7. Unique Circumstances: There can be unique circumstances that will not allow a department to follow the competitive bidding process. If this situation occurs and it is determined by the City Manager to be in the best interest of the City, then the City Manager may negotiate and enter into a contract less than \$15,000. If the contract is greater than \$15,000 and the City Manager concurs with awarding the contract, it will be submitted to the City Council for their approval at the next available Council meeting.

L. EXEMPTIONS TO PURCHASING RESOLUTION

1. Emergency Purchases: As defined in Section K, Emergency Purchases
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of library books and circulated material.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. No Bid received: Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to seek other alternatives for purchasing, such as cooperative purchasing agreements.

M. EMERGENCY PURCHASES

1. An emergency situation is defined as a circumstance in which one of the following conditions exists:
 - a. Critical City operations will be severely affected in an adverse situation.
 - b. An emergency creates a threat to public health, welfare or safety.
 - c. A delay in the procurement of goods/services is against the public interest.

2. Emergency purchases: In cases of an emergency which require the immediate purchase of supplies or contractual services, the City Manager or his/her designee is empowered to secure by open market procedures as herein set forth, at the lowest obtainable price, any supplies or services not exceeding fifteen thousand dollars (\$15,000.00). If costs exceed \$15,000.00 a full report of the circumstances of the emergency purchase shall be placed on the next regular Council agenda for approval.
3. Emergency purchases that are required after normal working hours.
4. The Department that makes an emergency purchase must provide Finance with a memo outline the situation and the reason for the emergency purchase. A copy of this memo must be attached to the check request or invoice or purchase requisition.
The Department may secure the goods or services needed, after satisfying the conditions in Section K. The paperwork shall be processed the next business day. It is the Department Director's responsibility to justify any emergency purchases.

NOTE: EMERGENCY PURCHASES COSTING OVER \$15,000 REQUIRE APPROVAL BY THE CITY COUNCIL, PRIOR TO PAYMENT.

N. CONSOLIDATION OF REQUIREMENTS

1. Annual contracts are predominately secured through the competitive sealed bidding process and are for the provisions of goods and services commonly required by one or more City departments. These contracts, featuring pre-determined vendors, terms and conditions, and favorable, consolidated pricing, allow departments to utilize their personnel to accomplish other departmental duties by reducing the necessity for those personnel to perform separate, redundant and conflicting procurement activities. Annual contracts will be utilized whenever the contract goods and services are appropriate to the needs of the user departments.
2. Blanket purchase orders may be established for departments to facilitate order placement and reduce the administrative overhead inherent in repetitive price comparison and order placement. Blanket purchase orders (BPO's) should be used when departments purchase repetitive specified goods or services from the same vendor that requires numerous orders/shipments over specified periods of time.

O. BLANKET PURCHASE ORDERS

Blanket purchase orders (BPO's) shall be established for departments to facilitate order consolidation and reduce the administrative overhead inherent in repetitive price comparison and other placement.

1. Blanket Purchase Order is used:
 - a. For repetitive purchases (such as copier paper)
 - b. To consolidate similar orders by various departments (such as office supplies).
 - c. To allow periodic payments for an on-going service (such as

- extermination services or maintenance contracts).
- d. To allow for various small equipment repairs (such as typewriters, lawn mowers, etc.).
- 2. A request for departmental Purchase Orders will be prepared by applicable departments at the beginning of each fiscal year, requesting the amount and account for encumbering funds on the Blanket Purchase Order.
- 3. Ordering against Blanket Purchase Orders:
 - a. When a department wants to order against a Blanket Purchase Order, the designated employee will contact the vendor by telephone and place the order.
 - b. When the material or service is received, the department signs the packing slip and attaches it to the invoice, referencing the Blanket Purchase Order number and forwards it to Finance.

P. VENDOR RELATIONSHIPS

- A. It is essential to develop and maintain goodwill between the City and its suppliers. The reputation of the City can be enhanced and promoted by:
 - 1. Affording all salespersons, a full, fair, prompt and courteous hearing.
 - 2. Keeping competition open and fair.
 - 3. Keeping specifications fair, accurate and clear.
 - 4. Maintaining consistent buying policies and principles.
 - 5. Observing strict truthfulness in all transactions and correspondence.
 - 6. Keeping free from any obligation to any vendor.
- B. The City shall not purchase any goods or services from any Council Member or City employee, or any business in which a City employee or Council Member has or may have a financial or beneficial interest except during an emergency situation as defined in Section K, Emergency Purchases.

Q. CONTRACTS

- 1. A copy of all signed contracts or continuing service contracts that has a financial implication on the City must be attached to the purchase requisition, along with a copy of the Action Agenda, Agenda Item, Scope of work and any other related documentation.

R. CHANGE ORDER

- 1. Change order means a modification to an executed contract, due to unanticipated conditions or developments relating to that contract. A Change Order may not substantially alter the character of the work contracted for and may not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the

language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

2. The City Manager is hereby authorized to approve and initiate work on the following types of change orders determined in her judgment to be in the public interest, as follows:
 - a. All change orders decreasing the cost of the contract to the City; providing, however such decrease does not materially alter the scope of the work defined by the Contract.
 - b. Change orders increasing the cost \$15,000.00 or less per occurrence, with an aggregate maximum of 10% of the total cost of the contract provided sufficient documentation is provided. The increase shall not materially alter the scope of work defined by the contract.
 - c. Time for Performance: All change orders decreasing or increasing the time for performance of the contract, providing, however, the change does not delay the overall time for completion by greater than 90 days, cumulative.
2. All other change orders, unless specifically authorized by the City Council, must be formally approved by the City Council before work may be authorized to begin, and no claim against the City for extra work in furtherance of such change order shall be allowed unless said prior approval has been obtained, notwithstanding any other position, contractual or otherwise.
4. Change orders shall not be artificially distributed or divided so as to bring the amount within the approval level of the City Manager and any such proposed change order shall include within it all logically connected work required to be done at the time of proposal.

S. SERVICES PERFORMED ON CITY PROPERTY

Vendors performing work on City Property are required to:

1. Be properly licensed under existing Federal, State and City laws.
2. Provide "Proof of Insurance" with the City named on the Insurance Certificate as additional insured.
3. Provide proof of Workmen's Compensation insurance. This includes insurance for any sub-contractor being utilized.
4. **Obtain all permits required**, for the nature of the work prior to the commencement of work. **(Fees may be waived if City funds are being used to procure the services.)**

T. RECEIVING

1. It is the responsibility of each user department to inspect all goods/services received to determine their conformance with the specifications set forth in the contract.

2. If goods/services are not acceptable, the user department shall contact the Finance Department that the goods or services are not acceptable, and the user department will then proceed to resolve the problem.

U. PROTEST BY VENDORS

1. Bidders or respondents who do not agree with the City's recommendation for award during the formal bidding process shall be afforded the opportunity to protest the recommendation by submitting written notice to the City Manager.
 - a. Such notice should be given within five (5) working days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation.
 - b. Protest shall state the grounds for the protest and the action requested.
 - c. Bids or proposals not meeting the minimum published requirements (including sealed bids received within the specified time and specifications and/or scope of service) are not subject to protest.
2. The City Manager shall prepare and submit written determination either approving or disapproving the petition. The petitioner shall be furnished a copy of the written determination and recommendation.
3. The City Manager may employ any reasonable means to reach the decision on the petition.
4. Decisions of the City Manager may be appealed to City Council by submission to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Council.
5. A final decision under section R, by the City Council shall be conclusive and shall represent the position of the City.
6. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award unless the City Manager justifies award in order to protect the public health, welfare or safety of the City.

V. BONDS

1. There are three (3) major types of bonds used by the City in the competitive procurement process. Those bonds, along with their utilization, are summarized below.
 - a. Bid Bonds are used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the City.
 - b. Performance Bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the terms of the agreement.
 - c. Payment Bonds for Labor and Material are used to ensure the payment of all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with, or in or about, the

construction, improvements or repairs.

2. Cashier's Checks, Certified Checks or other security deposits, (i.e. irrevocable letter of credit) may be considered as acceptable to the Finance Director and the City Manager.
3. Bid bonds, when required, are generally written in an amount equal to five (5%) percent of the total amount bid while performance and labor and material payment bonds are normally written in an amount equal to one hundred percent (100%) of the award amount.
4. Bond Requirements:
 - a. Performance and Payment Bonds are required for construction/services when estimated costs are \$25,000.00 or higher.
 - b. Bid, Performance and Payment Bonds are required for construction/services when estimated costs are \$100,000.00 or higher.
 - c. The City Manager or his or her designee shall make a determination of bond requirements, in writing, on all projects for construction/services when the estimated costs are less than \$25,000.00.

W. INSURANCE

1. Certificates of insurance shall be provided by the successful bidder to assure that the City's insurance program will not be called upon to respond to losses from, and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, activities or services for the City. Further, the Contractor agrees to hold harmless and indemnify the City for any claims which may arise as a result of the Contractor's actions.
2. Construction and service contractors shall provide evidence of commercial general liability, property damage, worker's compensation and automobile liability coverage. Limits of coverage may vary based on the scope of work.
3. Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, worker's compensation and automobile liability coverage.
4. The certificate of insurance shall be issued to:

City of Destin
c/o City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541
5. The certificate shall evidence thirty (30) day cancellation clause and the inclusion of the City of Destin, Florida, as additional insured.
6. Depending on the services requested, additional, specialty coverages, specific limits of coverage may be required at the discretion of the City Manager. The amounts and types of insurance required will be detailed in the bidding document.

FEDERALLY FUNDED PROCUREMENTS

General, Federal Funding Procurements

A. Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses (see Appendix 3, Exhibit L).

Solicitation Prohibitions.

Solicitation requirements may not contain features that unduly restrict competition including, but not limited to:

1. Imposing unreasonable business requirements/qualifications for bidders or offerors.
2. Imposing unnecessary experience requirements for bidders and offerors.
3. Using prequalification procedures (except in the case of qualifications-based procurement for Architect/Engineer services).
4. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if the award is not for the property or services specified for delivery under the retainer contract.
5. Excessive Bonding shall not be permitted. Bid bonds and payment performance bonds shall be required for construction projects in excess of the federal small purchase threshold only.
6. Specifying only a “brand name” product without allowing offers of “an equal” product, or allowing “an equal” product, or allowing “an equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
7. Specifying in-State or local geographical preferences or evaluating bids or proposals in light of in-State or local geographical preferences, even if those preferences are imposed by State or local laws or regulations. In particular, 49 U.S.C. Section 5325 (i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers.
8. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies including acceptance of submission of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

9. Taking any arbitrary action in the procurement process.

Pre-procurement

A. The Procurement Decision Matrix (Appendix 3, Exhibit A) shall be used to determine the most efficient and economical method of purchase.

B. An Independent Cost Estimate (Appendix 3, Exhibit B) is required prior to bidding for all purchases over the micro-purchase threshold and can be obtained by:

1. Design/engineering firm or in-house technical staff for construction work;
2. Published price lists or past pricing with inflation factors;
3. Independent third-party staff member not impacted by the final procurement.

C. Statement of Work Template (Appendix 3, Exhibit C) shall be completed for all piggyback purchases.

D. The Piggybacking Checklist (Appendix 3, Exhibit D) shall be completed for all piggyback purchases. Vendor shall be checked for Conflict of Interest to piggyback purchase.

E. A Sole Source Justification Form (Appendix 3, Exhibit E) and Cost Analysis (Appendix 3, Exhibit F) is required for all sole source purchases. Sole sourcing shall be allowed if:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity;
4. After solicitation of a number of sources, competition is determined inadequate.

F. A review of proposed procurements shall be conducted to avoid purchase of unnecessary or duplicative items and to ensure an economic purchase. This may include breaking out or combining purchases or using annual contracts and performing a lease versus buy analyses to ensure the most economical approach.

G. Qualification based procurements shall be acquired in accordance with The Brooks Act, 40 U.S.C. 11, et seq.

Procurement

A. The City shall ensure that adequate competition exists by confirming that two or more responsible bidders are willing and able to compete effectively for the business.

B. A Cost Analysis (Appendix 3, Exhibit F), Price Analysis (Appendix 3, Exhibit G) and/or Fair and Reasonable Price Determination (Appendix 3, Exhibit H) shall be completed prior to purchase as well as a Procurement Summary (Appendix 3, Exhibit I). The City shall rely on FAR Part 31, Contract Cost Principles and Procedures for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

C. Advertisement shall be once in a newspaper of general circulation in the County not later than the fourteenth day before the day set for receipt of bids.

Post-Bidding

A. Buy America pre and post-delivery audits are required for purchase of rolling stock greater than \$100,000.

B. A Responsibility Determination Form (Appendix 3, Exhibit J) and reference check form shall be completed prior to the recommendation for award in order to consider whether the bidder meets the standards of qualification. Factors to be considered shall include whether the bidder has the following:

1. The appropriate financial, material, equipment, facility, and personnel resources and expertise available or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
2. A satisfactory record of performance;
3. A satisfactory record of integrity;
4. Ability to get bonding and insurance;
5. The legal ability to contract with the City;
6. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to licenses, permits, or organization papers required.
7. Satisfactory status with the City and County.
8. No conflict of interest. An organizational conflict of interest exists, when any of the following occur:
 - i. Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice;
 - ii. A contractor's objectivity in performing the contract work is or might be otherwise impaired; or
 - iii. The contractor has an unfair competitive advantage.

Contracts

1. Contract Administration. All contracts shall include provisions adequate to form a sound and complete agreement which shall comply with Federal laws and regulations and include all required Federal contract provisions to ensure compliance with those laws and regulations. The Contract Administration procedures in (Appendix 3, Exhibit P) shall be followed for all federally funded contracts.
2. The Procurement History File Checklist (Appendix 3, Exhibit N) shall be used to ensure proper contract administration including, but not limited to:

- a. The executed contract and notice of award;
- b. Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- c. Contract-required insurance documentation;
- d. Post-award (pre-performance) correspondence from or to the contractor or other Government agencies;
- e. Notice to proceed;
- f. Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- g. Modifications/changes to the contracts including the rationale for the change, change orders or amendments issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- h. Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority of the settlement amount;
- i. Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- j. Documentation relating to contract closeout.

A. The Contract Clause Matrix (Appendix 3, Exhibit K) shall be used to determine Federally Required Contract Clauses (Appendix 3, Exhibit L) to be included with each contract.

B. Time and Materials contracts shall only be allowed, in the following instances:

1. After determination that no other contract type is suitable,
2. The contract specifies a ceiling price that the contractor may not exceed except at its own risk.

C. Davis-Bacon prevailing wage and hour restrictions shall apply to all construction contracts exceeding \$2,000.

D. Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be allowed.

E. A change order/amendment review checklist (Appendix 3, Exhibit M) shall be completed for all Contract Change Orders/Amendments. All out-of-scope Contract Change Orders/Amendments shall include the following:

1. An independent estimate and cost analysis prepared by the Architect/Engineer or Project Manager,
2. The contractor's proposal,
3. Meeting minutes discussing the change order and written evidence of negotiations,
4. Evidence of Board approval prior to initiation of work (if applicable),
5. Change order form signed by all parties.

Cardinal Changes (tag-ons) defined as a change which cannot be redressed within the contract (base and option) as it was not bargained for when originally advertised, competed, and awarded, whether for the use of the buyer or for others, and then treating the add-on portion as though it met the requirements of competition shall not be allowed.

F. Revenue Contracts. A revenue contract is a contract in which the County or sub-recipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation or creating business opportunities with the use of FTA assisted property. The County or sub-recipient shall provide opportunities as follows:

1. Limited Contract. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.
2. Open Contract. If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

The requirements for competitive selection procedures apply to all business opportunities including all revenue generating contracts. The competitive process may consist of a formal bid or proposal process and the City shall document how competitive requirements were met.

G. Options. Contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its purposes. An option to unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.

Protest Procedures

A. The procedure outlined in Section 31 shall be followed. The granting agency (for example: the FTA) shall be notified in writing within seventy-two (72) hours or receipt of a protest in instances when all or part of the funding for the contract is by the granting agency. The granting agency shall be copied on all subsequent responses to the protest and appeals filed in accordance with this Section.

APPENDIX 3 – FEDERAL PROCUREMENT FORMS AND MATERIALS

ATTACHMENT 3, EXHIBIT A: Procurement Decision Matrix

ATTACHMENT 3, EXHIBIT B: Independent Cost Estimate

ATTACHMENT 3, EXHIBIT C: Statement of Work (SOW) Template

ATTACHMENT 3, EXHIBIT D: Piggybacking Checklist

ATTACHMENT 3, EXHIBIT E: Sole Source Justification Form

ATTACHMENT 3, EXHIBIT F: Cost Analysis Form

ATTACHMENT 3, EXHIBIT G: Price Analysis

ATTACHMENT 3, EXHIBIT H: Fair and Reasonable Price Determination

ATTACHMENT 3, EXHIBIT I: Procurement Summary

ATTACHMENT 3, EXHIBIT J: Responsibility Determination Form

ATTACHMENT 3, EXHIBIT K: Contract Clause Matrix

ATTACHMENT 3, EXHIBIT L: Federally Required Contract Clauses

ATTACHMENT 3, EXHIBIT M: Change Order Review Checklist

ATTACHMENT 3, EXHIBIT N: Procurement History File Checklist

ATTACHMENT 3, EXHIBIT O: Procurement File Checklist

ATTACHMENT 3, EXHIBIT P: Contract Administration

ATTACHMENT 3, EXHIBIT Q: 2 CFR §200.236 & 2 CFR Part 200 Appendix II

ATTACHMENT 3, EXHIBIT R: FEMA Checklist for Reviewing Procurements

EXHIBIT A: PROCUREMENT DECISION MATRIX

Micro-purchase

Amt. < \$10,000

Multiple Sources

Competitive Procurement

Amount > \$3,500

Not an Emergency

Sole Source

Approved by FTA

OEM, Custom Item **OR**

Only One Source **OR**

Lease vs Buy Analysis (attach if applicable)

--

Competition Inadequate after Solicitation **OR**

Emergency/Public Exigency

Small Purchase

Amount < \$150,000

Complete and Adequate Specification or Description

Two or more quotes available

Sealed Bid (IFBs)

Complete and Adequate Specification or Description

Two or more responsible bidders willing to compete

Selection can be made on the basis of price alone

Firm Fixed Price Contract

No discussion with bidders required after receipt of bids

Construction – design-bid-build (design-build shall not be permitted)

Type of Contract

Fixed price

Firm fixed unit prices

Cost plus fixed fee

Time and materials

Blanket purchase order

Indefinite Delivery Indefinite

Quantity (IDIQ)

Competitive Proposals (RFPs)

Complete Specifications Not Feasible

Bidder Input Needed

Two or more responsible bidders willing to compete

Discussion needed with bidders after proposals

Fixed price can be set after discussions

EXHIBIT B: INDEPENDENT COST ESTIMATE

Contract Type:

Date of Estimate:

Description of Goods / Service:

Method of Obtaining the Estimate:

I have obtained the following estimate from....

- ☐ Published Price List / Past pricing (date)_____
- ☐ Engineering or technical estimate
- ☐ Independent Third-Party estimate
- ☐ Other (specify)_____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be:

\$_____. Details are shown below.

Cost of Standard Items

Product	Cost (\$/ea)	Cost (\$/ea)	Notes / Data Source
	Delivered	No Freight	

A

Cost of Services, Repairs, or Non-Standard Items

Item / Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total

B

Signature of Preparer:

The preceding cost estimate was obtained or prepared by: _____

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

EXHIBIT C: STATEMENT OF WORK TEMPLATE

Statement of Work Title: [Type text]
1.0 Project Background
▪ Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought. ▪ Short statement of the problem to be resolved ▪ Expected project duration ▪ Transit Agency organizational units and/or key individuals involved in managing the project ▪ Alternative solutions or implementation strategies evaluated
a) Transit Agency requires these products and/or services due to: b) Transit Agency is attempting to complete a project on _____ and requires supplier/contractor assistance in the: c) The completion of this work will help Transit Agency:
Statement of Work Title: [Type text]
1.0 Project Background
Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought. Short statement of the problem to be resolved Expected project duration Transit Agency organizational units and/or key individuals involved in managing the project Alternative solutions or implementation strategies evaluated a) Transit Agency requires these products and/or services due to: b) Transit Agency is attempting to complete a project on _____ and requires supplier/contractor assistance in the: c) The completion of this work will help Transit Agency:
2.1 Results
Indicate the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.
2.2 Anticipated Benefits

Describe what the organization will gain through completion of this project.
2.3 Business Processes Impacted
Review major changes in the way work will be conducted once the project is complete (if any).
2.4 Customers / End Users Impacted
Identify the specific individuals or groups whose work will be most affected during and after the project's execution.
3.0 Applicable Documents
List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.
List any publications, manuals, and regulations that the supplier / contractor must abide by: a) [Type text] b) [Type text] c) [Type text] Definitions and Acronyms:
4.0 Summary of Requirements
These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work. List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use “work” words, such as:

- 1) Review...
- 2) Analyze...
- 3) Repair...
- 4) Install...
- 5) Construct...

All tasks should have quantifiable or observable results.

5.0 Schedule and Deliverables

List all outputs / outcomes and submittals with specific due dates or time frames. Include type, quantity and delivery point (s). Include the acceptance criteria for each.

Milestone or Major Project Deliverable	Planned Completion Date

6.0 Quality Assurance Plan

Explain what the Transit Agency’s quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

- a) All milestones or services will be achieved, and all reports will be submitted on time in accordance with Section 5.0 of this SOW.
 - a) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.
- c) Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff.
- d) Specific quality requirements for this contract are as follows:
 - 1) On time delivery= [Type text]
 - 2) Acceptable quality = [Type text]
 - 3) Responsiveness = [Type text]
 - 4) Service Level = [Type text]

EXHIBIT D: PIGGYBACKING CHECKLIST

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency?		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		
13. Were geographical preferences included in the original solicitation/contract?		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"*

EXHIBIT E
SOLE SOURCE PURCHASE FORM

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase, if, there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Date: _____ **PR No.:** _____ **Requestor:** _____ **Phone No.:** _____

Department/Division: _____

Item Description: _____

Vendor: _____

Vendor's Address: _____

Vendor's Telephone No.: _____ **Point of Contact:** _____

Sole Source Justification: **(Please attach justification)** _____

Check One:

_____ The item is available only from one vendor (sole source justification is attached).

_____ Federal Awarding Agency or Pass-Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

Requesting Department Director Signature
(Or Designee)

Date

REVIEW BY FINANCE DEPARTMENT

Finance Department Comments: _____

Finance Director Signature

Date

Approved: _____

Denied: _____

EXHIBIT E (1)
SINGLE SOURCE PURCHASE FORM

A single source means that a commodity or service can be purchased from multiple sources, but in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: _____ **PR No.:** _____ **Requestor:** _____ **Phone No.:** _____

Department/Division: _____

Item Description: _____

Vendor: _____

Vendor's Address: _____

Vendor's Telephone No.: _____ **Point of Contact:** _____

Single Source Justification: (Please attach justification) _____

Check One:

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ Federal Awarding Agency or Pass-Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

_____ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a) (1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

_____ Other. Additional justification required.

Requesting Department Director Signature
(Or Designee)

Date

REVIEW BY FINANCE DEPARTMENT

Finance Department Comments: _____

Finance Director Signature

Date

Approved: _____

Denied: _____

EXHIBIT F: COST ANALYSIS FORM

PAGE OF

COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts)

(See Instructions below)

SOLICITATION #

SUPPLIES AND/OR SERVICES TO BE
FURNISHED

PREPARER'S NAME, DEPARTMENT, TITLE, PHONE

DIVISION(S) AND LOCATION(S) WHERE WORK IS
TO BE PERFORMED

APPROVAL SIGNATURE

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL

A. PURCHASED PARTS

B. SUBCONTRACTED

C. OTHER - (1) RAW

(2) STANDARD COMMERCIAL ITEMS

TOTAL DIRECT MATERIAL

2. MATERIAL

OVERHEAD (RATE

Vendor
A
Proposal

Vendor
B
Proposal

Independent
Estimate

Analysis

3. DIRECT LABOR

ESTIMATE
D HOURS

RATE/
HOUR

Vendor
A (\$)

Vendor
B (\$)

Independent
Estimate

Variance

TOTAL DIRECT
LABOR

4. LABOR OVERHEAD

OH Rate

X BASE (labor total above)

TOTAL LABOR OVERHEAD

Vendor
A (\$)

Vendor
B (\$)

Independent
Estimate

Variance

5. OTHER DIRECT COSTS

A. SPECIAL

TOTAL SPECIAL

Vendor
A (\$)

Vendor
B (\$)

Independent
Estimate

Variance

B. TRAVEL				
(1) TRANSPORTATION				
(2) PER DIEM OR SUBSISTENCE				
<i>TOTAL TRAVEL</i>				
DETAIL DESCRIPTION OF COST ELEMENTS (continued)	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
C. INDIVIDUAL CONSULTANT SERVICES				
<i>TOTAL INDIVIDUAL CONSULTANT SERVICES</i>				
D. OTHER				
<i>TOTAL OTHER</i>				
<i>E. SUBTOTAL DIRECT COST AND OVERHEAD</i>				
6. GENERAL AND ADMINISTRATIVE (G&A) RATE %				
X \$ BASE (Use 5.E above)				
7. ROYALTIES (if any)				
8. <i>SUBTOTAL ESTIMATED COST</i>				
9. CONTRACT FACILITIES CAPITAL AND COST OF				
10. <i>SUBTOTAL ESTIMATED COST</i>				
11. FEE OR PROFIT				
12. TOTAL ESTIMATED COST AND FEE OR PROFIT				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

FEDERAL COST PRINCIPALS

Costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the CITY. Chapter IV, Section 4 C4220.1F states FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.

ANALYSIS GUIDELINES

1. DIRECT MATERIAL

A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

C. Other:

(1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

(2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General & Administrative (G&A) (Item 6).

3. DIRECT LABOR

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

4. LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

5. OTHER DIRECT COSTS

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip.

Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. DISCOUNTS

Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

EXHIBIT G: PRICE ANALYSIS

PO / Contract: _____

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)

____ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)

____ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).

____ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

SUMMARY MATRIX

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

DATE: _____ PREPARED BY _____

Attachments:

EXHIBIT H: FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

_____ Found reasonable on recent purchase.

_____ Obtained from current price list.

_____ Obtained from current catalog.

_____ Commercial market sales price from advertisements.

_____ Similar in related industry.

_____ Personal knowledge of item procured.

_____ Regulated rate (utility).

_____ Other.

Comments:

_____ Copy of purchase order, quotes, catalog page, price list, etc. is attached.

Purchasing Agent

Date

EXHIBIT I: PROCUREMENT SUMMARY
PROCUREMENT MEMORANDUM

Date: _____ Completed by: _____
PO / Contract No. _____
Source of _____ Funding: _____

Method of Procurement

Micro Purchase: _____ Competitive RFP: _____ Competitive Bid: _____
Small Purchase: _____ A&E Services: _____ Sole Source: _____

Adequate # of Sources Yes/No and #
Justification if Non-Competitive:

Reason for the Procurement

Contract Type: _____
Rationale for contract type: _____

Reason for Contractor selection or rejection: Lowest responsive, responsible bidder: _____
Evaluation results _____

Basis for Contract Price:

Accepted contractor's proposed pricing: _____
Negotiated Price (attached memorandum) _____
Other: _____

Cost / Price Analysis:

The price offered by the supplier was within _____% of the independent estimate, and variance between the offerors constituted a range of _____. The competitive range was determined to be from \$ _____
Pricing discrepancies between the offers was attributed to _____
Other sources/data used to affirm price reasonableness were _____

EXPLAIN:

Evaluation of Options, if any: _____
Exercise of Options, if any: _____

Summary of Responsibility and Responsiveness Checks

Award Date of contract award: _____
Board Approval (Attach Meeting Minutes): _____

Change Orders

Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

EXHIBIT J: RESPONSIBILITY DETERMINATION FORM

Bid/RFP No: _____

Supplier: _____

Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	Comment
1. Appropriate financial, equipment, facility, and personnel	☐ Yes ☐ No	_____ _____ _____ _____
2. Ability to meet the delivery schedule	☐ Yes ☐ No	_____ _____ _____ _____
3. Satisfactory period of performance	☐ Yes ☐ No	_____ _____ _____ _____
4. Satisfactory record of integrity, not on debarred or suspended listings	☐ Yes ☐ No	_____ _____ _____ _____
5. Receipt of all necessary data from supplier	☐ Yes ☐ No	_____ _____ _____ _____
6. System for Award Management (SAM) check	☐ Yes ☐ No	_____ _____ _____ _____
7. Conflict of Interest	☐ Yes ☐ No	_____ _____ _____ _____

EXHIBIT K: CONTRACT CLAUSE MATRIX

APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination *	>\$10,000 if 49 CFR Part 18 applies	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA) *	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
Davis-Bacon Act				>\$2,000 (including ferry vessels)	

Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (including ferry vessels)	
Bonding				\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights**	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States
DHS Seal, Logo, Flags	All FEMA	All FEMA	All FEMA	All FEMA	All FEMA
Compliance with Federal Law, Regulation & Executive Orders	All FEMA	All FEMA	All FEMA	All FEMA	All FEMA

*APPLIES TO ALL FEMA CONTRACTS NO MATTER THE AMOUNT

** DOES NOT APPLY TO FEMA PUBLIC ASSISTANCE WORK CONTRACTS

EXHIBIT L: 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 (Nonprocurement)
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

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA- funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part

381

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49

CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS **33 U.S.C. 1251**

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING **49 U.S.C. 5323(c)** **49 CFR Part 665**

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation, "Buy America

Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER
ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49

C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

10. LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995,
P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

EXHIBIT A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award	imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru ² 5307/5309 /5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non-State Grantees</u>	Yes ³	Those imposed on non-state Grantee pass thru to	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³					
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES **49 CFR Part 18**

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first-tier contractors.

Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

14. CLEAN AIR
42 U.S.C. 7401 et
seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language

1. Davis-Bacon and Copeland Anti-Kickback Acts

(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 (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 29

CFR Part 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 classifications and wage rates conformed under paragraph (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) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), 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; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(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, Employment Standards Administration, 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 asset for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics 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 therefor 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, Employment Standards Administration, 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 with 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)(v) (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.

(2) **Withholding** - The [*insert name of grantee*] 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 [*insert name of grantee*] 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 [*insert name of grantee*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, and Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under section 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 Federal Transit

Administration 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 Federal Transit Administration 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 dispute's 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 (and 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.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

2. Contract Work Hours and Safety Standards

(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 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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (*write in the name of the grantee*) 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 paragraphs (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.

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801

et seq.

49 CFR Part 31

18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a

project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) the (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services

performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) if the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions

of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall

terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) the (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and

effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) the (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. §
2000
42 U.S.C. § 6102, 42 U.S.C.
§ 12112
42 U.S.C. § 12132, 49
U.S.C. § 5332
29 CFR Part 1630, 41 CFR
Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29

U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C.

§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in

whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part

18 FTA

Circular

4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any

such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. PATENT AND RIGHTS IN DATA

37 CFR Part 401

49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release

of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty- free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the

requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

**49 U.S.C. § 5310, §
5311, and § 5333
29 CFR Part 215**

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language:

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the

U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is %. A separate contract goal [of % DBE participation has] [has not] been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in

the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. *{If a separate contract goal has been established, use the following}* Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:**

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at

least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS **FTA Circular 4220.1E**

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING

49 U.S.C. 85331
49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

**Drug and
Alcohol
Testing
Option 2**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**Drug and
Alcohol
Testing
Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

**32. VETERAN'S
PREFERENCE Chapter IV, 2.c.
(1)(c) C4220.1F of FTA C 4220.1F**

Contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

33. OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

34. FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

35. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

36. E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of

employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2006 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each

existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top-secret information in accordance with the National Industrial Security Program Operating Manual; or?
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph E (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT M: CHANGE ORDER REVIEW CHECKLIST

Date				
Contract Number				
Contractor				
Contract Title				
Reviewer				
New Contract Total				
Change Order Number				
Dollar Value Increase				
Length of Time Extension Granted				
New Performance Period End Date				

Change Order Checklist	Category			Comment
	ND	D	N/A	
1. In-House Estimate Prepared				
2. Project Manager Approval				
3. AWO Scope Meeting Held	INCLUDED			
3a. Scope of Change Adequate for Bidding				
4. Contractor Proposal Includes Impact Costs, Price				
5. Cost Analysis Conducted				
5a. If Price > 10% of ICE, Evidence of MTA President Approval				
6. Negotiation Memorandum				
7. Written Record of Change				
7a. Signed Change Order in File				
8. Evidence of Board Approval Prior Initiation of Changed Work				
9. Notice to Proceed in file				
10. Work Authorized within Contract Scope				
11. No Evidence of Arbitrary Action				
Other Comment				

EXHIBIT N: PROCUREMENT HISTORY FILE CHECKLIST

CONTRACT NUMBER _____
CONTRACTOR NAME _____
CONTRACT AWARD DATE _____
CONTRACT AMOUNT _____
CONTRACT START DATE _____

		Responsible	In File	N/A
1	Procurement Request	Transit		
	Funding/Accounting Code	Transit		
2	Independent Cost Estimate	Transit		
3	Statement of Work (spec)	Transit		
4	Procurement Plan & Timeline	Transit		
5	Single Source Justification	Transit		
6	Market Research Documents	Transit		
7	Bidders List	Purchasing		
8	Source Selection Plan & Docs	Purchasing		
9	Solicitation & Amendments	Purchasing		
10	Pre-solicitation approvals	Transit		
11	Advertising	Purchasing		
12	Pre-bid or proposal conference notes/Q&A	Purchasing		
13	Bid/proposal & solicitation amendment ack	Purchasing		
14	"no bid" letters or offeror disqualification	Purchasing		
15	Cost or price analysis	Transit		
16	Negotiation memo	Transit		
17	Source selection report & related docs	Purchasing		
18	Contractor responsibility determination	Transit		
19	Required award approvals	Transit		
20	Notice of Intent to Award	Purchasing		
21	Protests	Purchasing		
22	Signed (conformed) contract	Purchasing		
23	Contract modifications	Purchasing		
24	Option exercises & related documents	Purchasing		
25	Contract data and reports	Transit		
26	Complaint & performance reports	Transit		
27	Documentation concerning pre or post award mistakes in bid	Purchasing		
28	Invoices/Vouchers	Transit		
29	Other Correspondence	All		
30	General Contract Correspondence	All		
31	Contract Close Out	Transit		

EXHIBIT O: PROCUREMENT FILE CHECKLIST
CITY OF DESTIN
PROCUREMENT FILE CHECKLIST

	Completed By	Date
Decision Matrix		
ICE		
Federal Clauses		
Terms and Conditions		
Advertised		
Bid Abstract		
Cost/Price Analysis		
Responsibility Determination		
Fair & Reasonable Determination		
SAM Excluded Parties		
Conflict of Interest*		
Buy America		
Pre-Award		
Post Delivery		
Construction		
Bid Bond		
Performance & Payment Bond		

*no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.

EXHIBIT P CONTRACT ADMINISTRATION

Procedures for FTA AND OTHER FEDERAL-

Specific Procurements Cost/Price Analysis:

Responsible Staff: Procurement staff (or project manager for construction contracts)
Applicable to: ALL FTA AND OTHER FEDERAL-funded Procurements

A cost or price analysis must be performed for every procurement. The City may use the following resources as guidance in performing cost or price analysis:

- FTA's "Best Practices Procurement Manual"
- The National Transit Institute Course, "Cost or Price Analysis and Risk Assessment"
- Pricing Guide for FTA Grantee, FTA
Website:
[http://www.fta.dot.gov/documents/Helpline
_Price_Guide.doc](http://www.fta.dot.gov/documents/Helpline_Price_Guide.doc)
- FAR Part 31, Contract Cost Principles and Procedures 3.3.16
- 2 CFR PART 200

Cost Analysis: A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements including contract modifications or change orders.

A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost such as professional consulting and architectural and engineering services contracts). A cost analysis includes verifying the proposed cost data, the projections of the data and the evaluation of specific elements of cost and profit.

Cost Analysis for Professional, Consulting, and Architectural and Engineering Services: This method is most often used to contract for professional, consulting, and architect/engineering (A/E) services. (See 24 CFR 85.36(d)(3) for a definition). An evaluation of the reasonableness of the price is also required under Florida's Consultants Competitive Negotiations Act (CCNA).

To determine the reasonableness of proposed costs, the City shall obtain cost breakdowns from the offerors showing all the elements of their proposed total costs. The overall objective should be to negotiate total prices that are fair and reasonable.

Cost Analysis for Construction and Construction Management Contracts: This includes all contracts and contract modifications negotiated based on cost for construction management or construction, alteration or repair of buildings, transit facilities, or other kinds of real property.

Construction contracts awarded using sealed bidding do not require cost analysis, but construction contracts awarded using any method other than sealed bidding, and all modifications to construction contracts require cost analysis.

Price Analysis: A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price. The City shall annotate a finding of fair and reasonable pricing and state the most common reasons why this was so, such as catalog or market price offered to the general public, regulated price, or a comparison with recent prices for similar goods and services.

Price Analysis for Micro-Purchases: for purchases of \$10,000 or less, the City will simply annotate how the City made its price fairness and reasonableness determination (e.g. professional market experience, market trend, previous purchase, and catalog price). FTA does not require the rationale for the procurement method used, selection of contract type, required of the purchase exceeding the Micro-Purchase threshold.

Price Analysis for Sealed Bidding or Competitive Quotes: As the preferred method for contracting for supplies, equipment and construction, the competitive pricing forces of the marketplace determine the reasonableness of the low price obtained through sealed bidding. Nevertheless, the City should always compare the independent cost estimate to the low competitive bid received. In the event they are significantly different, the City will need to verify that either the estimate or the market price is valid. Otherwise, no further price or cost analysis is required under sealed bidding.

Audits and Indirect Costs: As required by 49 U.S.C. Section 5325(b)(3), all FTA AND OTHER FEDERAL assisted contracts and subcontracts including program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a contractor cannot incur and invoice the City any unallowable, unallocable, or unreasonable costs prohibited by the FAR and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles.

The recipient and the third party contractor, its subcontractors and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant Federal or State government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

Buy America: Buy America regulations apply to FTA AND OTHER FEDERAL assisted procurements exceeding \$100,000 for iron, steel, manufactured goods, or rolling stock, Buy America regulations require the contractor to provide goods produced or manufactured in the US, unless FTA has granted a waiver authorized by those regulations.

Goods that the contractor acquires to perform its construction activities for the City, such as tools, machinery, and other equipment or facilities, is not covered by Buy America Act.

INDEPENDENT COST ESTIMATE (ICE)

<i>Responsible Staff: Procurement staff (or project manager for construction contracts)</i> <i>Applicable To: Construction Bids funded by the FTA AND OTHER FEDERAL</i>

Purpose

Before the City receives a bid, or a proposal that includes price, or a cost proposal either as a submittal or for negotiating a contract, contract amendment, or sole source contract, the City shall prepare an Independent Cost Estimate (ICE). The ICE is an estimate of the cost of performing the work. An Independent Cost Estimate (ICE) is required for every procurement that requires a price or cost analysis. A Micro Purchase is exempt from the ICE requirement.

Procedure

The independent cost estimate does not have to be complicated, but it should be reasonably accurate. The ICE should be broken down for each bidding schedule item. Sources of information for putting together the ICE are: prior bids or contracts for similar scopes of services; published price lists; hourly rates from similar service providers; prior bids or rates received from other agencies; and industry standards such as design as a percentage of construction. Whatever sources the City used to put its budget in place to begin with may also be used when appropriate.

The City shall develop an ICE for all purchases BEFORE the procurement process begins. The City should develop source information and cross-check that information with independent sources outside and inside the organization to evaluate its currency, accuracy, completeness, and relevancy. Disciplined cost estimating ensures that the ICE is credible, dependable, and complete, as it is used as input to the budget planning process, future procurement, and cost saving measurement.

MICRO PURCHASE PROCEDURES

Responsible Staff: Procurement staff (or project manager for construction contracts)

Applicable To: All FTA AND OTHER FEDERAL-funded Purchases of \$3,500 or less

Purpose

To define and establish purchasing requirements for Goods or Services costing less than \$3,500 where FTA AND OTHER FEDERAL funds are involved.

Procedure

Identify Potential Vendor(s): The City is generally responsible for identification of vendors. Typical resources are catalogues, yellow books and other publications. Even for this micro dollar amount, the City departments must seek Small Businesses or DBEs. Purchasers should avoid splitting larger dollar amount purchases into micro purchases to avoid competition. Purchasers should equitably distribute repeated micro purchases among as many qualified local suppliers as is reasonable.

Method of Procurement: All Micro Purchases can be made by Purchase Order.

Documentation: Minimum documentation required is statement that the price is fair and reasonable. Purchasers must obtain a receipt or other documentation of the purchase.

Exception: The Micro purchases under \$10,000 are exempt from FTA's Required Third Party Clauses including Buy America requirements. However, Davis-Bacon Act that requires contractors to pay wages at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor will apply to all FTA-funded construction contracts exceeding \$2,000.

SMALL PURCHASE PROCEDURES

Responsible Staff: Procurement staff (or project manager for construction contracts)

Applicable To: All FTA AND OTHER FEDERAL-Funded Procurements between \$10,000 and \$150,000

Purpose

Small Purchase procedures are used to purchase equipment, materials, supplies, and services.

Procedure

All purchasing procedures, rules, and regulations must be followed and the City will review all quotes prior to issuance of a Purchase Order (PO) number. For purchases up to \$35,000, verbal quotes are acceptable. Small Purchases valued over \$35,000 require formal bid.

The City shall make good-faith efforts to locate DBE's and Small Businesses. The City may review a procurement request to determine if it can be fulfilled by using either an existing State contract or "piggybacking" onto another public agency contract before soliciting quotes. The City will attach the appropriate state and federal terms, conditions, forms, and certifications to the PO. Refer to Exhibit D, Piggybacking Checklist.

After quotes or proposals are received but prior to award, the City will identify the firm that provided the lowest priced responsive offer. The City will concurrently determine if the offeror is responsible and eligible for contract award.

A responsible offer for a small purchase is an offer that meets the following standards:

- Able to meet the proposed delivery or performance schedule
- Not deficient in current or recent contract performance with the City
- Has the requisite organization, experience, quality controls, technical skills or the ability to obtain them?
- Has the requisite human resources, equipment and facilities or is able to obtain them for construction or public works
- Able to meet the required bonding requirements for construction or public works.
- Is qualified to receive an award under applicable state and federal laws and regulations (i.e. current business and professional licenses and permits)
- Not listed on any State and Federal lists of debarred, suspended, or ineligible firms or individual

For A&E purchases under the Small Purchase threshold, the City shall comply with the Brooks Act and the Florida CCNA by ensuring that price is NOT an evaluation factor and that only qualifications are evaluated.

The City will contact the successful firm and request applicable insurance certificates and other mandatory documents. Upon receipt of such documents, the City may issue a PO. The PO must state all applicable commercial, technical, and legal terms and conditions, including delivery and contract end dates.

Upon receipt of the products or services, the requestor inspects and accepts the deliverables, approves the invoice for payment and submits it to Accounts Payable for payment. The requestor shall notify the City if items are not received in the time and manner indicated on the PO, if the wrong items are received or any other concerns.

COMPETITIVE BIDS

Responsible Staff: Procurement staff (or project manager for construction contracts)

Applicable To: FTA AND OTHER FEDERAL-Funded Purchases in excess of the County's small purchase threshold or Construction Contracts of Any Size

Purpose

This method will be used to procure goods, services, equipment, materials, non-professional services, and construction contracts when the value of the contract is over the City's small purchase threshold. Award will be made to lowest priced bidder that submits a responsive offer and the bidder has demonstrated capacity to perform the work to be generally considered a responsible bidder. This procurement method does not permit consideration of qualitative factors in a competitive environment or negotiations with bidders. An Invitation for Bids (IFB), also called "Sealed Bids" is the solicitation method. The typical resultant contract type is a firm fixed price, fixed price variation, lump sum, or unit price.

Procedure

Preparing the IFB. The IFB must describe the requirements of the City clearly, accurately, and completely. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders are prohibited. The invitation includes all documents (whether attached or incorporated by reference) furnished to prospective bidders for bidding.

The City submits an approved requisition, Statement of Work or Scope, and ICE to Purchasing. Depending on the complexity of the requirement, the City should collaborate with all necessary Departments and Outside Agencies at the earliest stages of requisition and scope development.

The City must develop procurement requirements such as procurement schedule; risk; insurance; subcontracting opportunities; scope and delivery schedule; bid pricing schedule; FTA-specific funding source requirements; whether a pre-bid conference is needed and other items of critical nature. A DBE goal may be established at this time.

The City drafts an IFB, including the clauses required by law or by regulation and any additional clauses expected to apply to any resulting contract including FTA clauses, prevailing wage, etc.

Advertising the IFB: The City shall prepare advertisement synopsis for The Vero Beach Press Journal and full IFB packages to publish on the DemandStar e-bid system. The City should ensure the advertisement attracts competition. The City must ensure the advertisement meets any statutory or regulatory requirements, provides adequate time for bidders to submit an offer, and provides clear instruction on how to obtain the full solicitation packet and the due date for submission of offers.

Amending the IFB: All requests for information / questions must be routed directly to the City; written clarification and addendum will be issued by the City when necessary. The City shall review and approve all clarifications and addenda prior to issuance.

If it becomes necessary to make changes in quantity, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous item of the solicitation, such changes shall be accomplished by amendment of the invitation for bids via addenda. The fact that a change was mentioned at a pre-bid conference does not relieve the necessity for issuing an addendum. Addendums shall be sent, before the time for bid opening, to everyone to whom the IFBs have been furnished. Before amending an IFB, the time remaining until bid opening and the need to extend this period shall be considered. When only a short time remains before the time set for bid opening, consideration should be given to notifying bidders of an extension of time by telephone. Such extension must be confirmed in the addenda.

Any information given to a prospective bidder concerning an IFB shall be furnished promptly to all other prospective bidders as an addendum to the invitation (1) if such information is necessary for bidders to submit bids or (2) if the lack of such information would be prejudicial to uninformed bidders. The information shall be furnished even though a pre-bid conference is held.

Pre-bid Conference: A pre-bid conference may be conducted, generally in a complex procurement, as a means of briefing prospective bidders and explaining complicated specifications and requirements to them as early as possible after the invitation has been issued and before the bids are opened. It should not be used as a substitute for amending a defective or ambiguous IFB.

Submission of Bids: Bidders must submit sealed bids to be opened at the time and place stated in the solicitation for the public opening of bids. Bids shall be submitted so that they will be received at the location designated in the IFB and not later than the exact time set for opening of bids.

Bid Opening: Bidders must submit sealed bids to be opened at the time and place stated in the solicitation for the public opening of bids in accordance with the IFB instructions to be considered "responsive". Bids shall be submitted so that they will be received as designated in the IFB not later than the exact time set for opening of bids.

All bids (including modifications) received before the time set for the opening of bids shall be kept sealed and secure. Except as otherwise provided herein, bids shall not be opened or viewed, and shall remain in a safe and secured area. If an invitation for bids is cancelled, bids shall be returned unopened to the bidders. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure before bid opening.

The City shall announce when the time set for opening bids has arrived. The City shall then (1) personally and publicly open all bids received before that time, (2) read the bids and the ICE aloud to the persons present, and (3) have the bids recorded. The original of each bid shall be carefully safeguarded, particularly until the abstract of bids required has been made and its accuracy verified.

A bid opening may be postponed when:

The City has reason to believe that the bids of an important segment of bidders have been delayed in the mail, or in the communications system specified for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes); or Emergency or unanticipated events interrupt normal the City processes so that the conduct of bid opening as scheduled is impractical.

At the time of a determination to postpone a bid opening, an announcement of the determination shall be publicly posted. If practical before issuance of a formal amendment of the IFB, the determination shall be otherwise communicated to prospective bidders who are likely to attend the scheduled bid opening.

Evaluation of Bids To be considered for award, a bid must comply with all requirements stipulated in IFB. Such compliance enables bidders to stand on an equal footing and maintain the integrity of the sealed bidding system.

Bids should be filled out, executed, and submitted in accordance with the instructions in the invitation.

If a single bid is received or if competition is inadequate, the City shall examine the situation to determine the reasons for the inadequate number of responses. Award may be made notwithstanding the limited number of bids. However, the City shall initiate, if appropriate, corrective action to increase competition in future solicitations for the same or similar items. If only one bid has been received, the City has an option follow the sole source procurement procedure discussed in this Manual.

The County shall determine that a prospective contractor is responsible and that the prices offered are reasonable before awarding the contract. A price analysis shall be performed in all cases. The price analysis should reveal whether there is a significant difference in the price of the bids. In evaluating the bids for responsiveness, the City shall create an abstract of bids, verifying pricing and summarizing the Bidder's compliance with responsiveness issues and the bid prices. The project manager will check the SAM database to ensure that no bidders are listed excluded parties and a copy shall be printed for the file. Should an excluded party be identified, the project manager shall notify the chief executive officer and/or legal office and will remove said bid by an excluded party from consideration. For construction bids, the City shall verify that the Contractor was licensed by the State prior to submitting its bid.

If applicable, the City shall issue the standard bid evaluation letter to the apparent low bidder requesting material to be submitted prior to Bid Evaluation Conference.

Contract Award the City shall make a contract award by written or electronic notice within the time for acceptance specified in the bid or an extension to that responsible bidder whose bid, conforming to the invitation, will be most advantageous to the City, considering only price and the price-related factors included in the IFB.

Single Bid or Proposal. Upon receiving a single bid or proposal in response to a solicitation, the City should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal. The City acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the City's control. Many unrelated factors beyond the City's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, the City's competition requirements will be fulfilled, and the procurement will qualify as a valid sole source.

If an item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced, the City must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers. FTA does not permit proprietary procurements unless it meets the sole source justification criteria stipulated in FTA Circular 4220.1.F.

If spare parts, replacement parts and maintenance contracts for existing equipment and systems where only proprietary items/ services are compatible with existing equipment and systems and where such items and services can be acquired only from the manufacturer or from a single distributor or licensee and all other alternatives are exhausted, they may be acquired, ordered or paid in the best interests of the City.

The Common Grant Rules provide Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations: With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement

constitutes approval of those arrangements. In such cases, FTA expects the City to use competition, as feasible, to select other participants in the project.

To ensure that the City has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances: To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.

Transit Service Bids the City shall use a competitive process to solicit and award a contract for the provision of transit service. Said process will include the issuance of a Request for Proposals (RFP) in coordination with the City's Purchasing Department. Contracts for transit service provision shall cover a five-year period with provisions to allow extensions for up to an additional five years. Whenever feasible, such contracts will be timed to coincide with the five-year Community Transportation Coordinator (CTC) contract. The current CTC contract is effective until June 30, 2018.

PIGGYBACKING

Responsible Staff: Procurement staff, Transportation Manager

Applicable To: All FTA AND OTHER FEDERAL-Funded Procurements of equipment, materials, supplies, and services

Purpose

Establish agreements and contracts by taking advantage of existing contracts awarded by other governmental entities for goods and services that the City currently needs.

Piggybacking is defined by the FTA Circular 4220.1F as: "Piggybacking" is an assignment of existing contract rights to purchase supplies, equipment, or services.

Procedure

For FTA AND OTHER FEDERAL assisted projects, the City shall obtain a copy of the entire contract of the outside governmental entity and review it carefully to determine if it contains the provisions required by FTA Circular 4220.1F. This is an important first step, because the requirements of the Circular apply to procurements made through inter-governmental contracts and assignments. If a required Federal clause is not included in the contract, the City may add them to the City's contract.

Confirm that the original contract contains an express assignability clause that provides for the assignment of all or part of the specified deliverables. FTA's policy is that the original solicitation must contain an express notification to all bidders that an assignment would be possible under the terms of the contract. Such a notification would put the bidders on notice that they would likely be called upon to deliver all of the deliverable items, both the base as well as the option quantities. The assignment clause would thus be an important factor in the original competitive bidding. If the contract does not contain an express assignability clause, piggybacking is not permitted.

Determine that the contract is still in effect.

Determine that the specifications in the existing contract will meet the City's needs.

Review the contract terms and conditions carefully to determine that they are acceptable to the City; e.g., warranty provisions, insurance requirements, etc.

Determine that the requirements of the City will not be beyond the scope of the existing contract, creating a sole-source (noncompetitive) add-on to the contract, which will have to be justified in accordance with sole source procedures.

Verify that piggybacking quantities were included in the original solicitation.

For federally funded procurements and if the contract is an indefinite quantity contract, verify that the original solicitation and resultant contract contain both a minimum and a maximum quantity, which represent the reasonably foreseeable needs of the parties to the solicitation. If the piggybacking action represents the exercise of an option provision in the contract, verify that the option is still valid. Options that have expired may not be exercised.

Determine that the contract was awarded competitively, either through sealed bids or through competitive proposals. If the contract was a sole-source award, the City will have to justify a sole-source award in accordance with sole-source procedures.

Verify that a cost or price analysis was performed by the original procuring agency documenting the reasonableness of the contract price and include a copy in our files. The City is not required to do a second price analysis if one was originally performed. However, the City must determine that the contract prices originally established are still fair and reasonable. Circumstances should dictate the steps to be taken. For example, if the original award was made some time ago, the City should conduct a market survey and/or perform price analysis to ensure that the prices are still fair and reasonable (even if the original award was competitive and a price analysis was performed initially). Similarly, if deliveries are to be made to a local or centralized delivery point and the original contract calls for statewide deliveries, the City should seek a price reduction.

If the contract is for federally funded rolling stock, verify that the contract term complies with the five-year term limit established by FTA Circular 4220.1F.

Determine the types of changes the City will require to be made to the deliverables. For an assignment, only "within scope" (non-cardinal) changes are allowed (e.g., seating fabrics, colors, paint schemes, signage, floor coloring, etc.).

SOLE SOURCE

Responsible Staff: Procurement staff, Transportation Manager
Applicable To: All procurements in excess of \$3,500

Less than full and open competition is not justified based on the City's lack of advance planning, or limited availability of Federal Assistance. When less than full and open competition is available to the City, the City shall solicit offers from as many potential sources as is practicable under the circumstances. If the City decides to solicit an offer from only one source, the City must justify its decision adequately.

Contracts for sole source procurements shall be approved by the Destin City Council. The resolution approving the contract shall also indicate the reasons for the sole source procurement.

The City shall prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.

CONTRACT ADMINISTRATION

The City of Destin is subject to review and audit by FTA and State Governments or its agents during and after contract performance and is required to comply with the standards mandated by the FTA when using Federal assistance to finance its procurements. The City is also subject to Florida Administrative code (FAC) provisions governing the City's authorizing legislation, procurement of public works and architectural and engineering services, Disadvantaged Business Enterprise and Small Business requirements, identification of subcontractors, and tax statutes regarding sales and use taxes, business and occupation taxes, and real property taxes.

This policy implements the requirements of FTA Circular 4220.1F and state laws in the interpretation of a contract. The contract administration principles, concepts and approaches discussed in the Manual shall be utilized for all contracts at The City if such procedures will achieve savings in cost, or accelerate schedule, or meet the City goals, or meet public needs, consistent with applicable FL State laws and regulations and the FTA Master Agreement.

Contract Administration System

The following documents and resources form the basis of the City's Procurement and Contract Administration System.

1. The Common Grant Rules
2. FTA Master Agreement
3. FTA Circular 4220.1F
4. Applicable Florida Statutes
5. City Purchasing Policy

Contract Administration Qualification

City employees or consultants performing any aspect of procurement or contract administration duties must demonstrate requisite skills, knowledge, and ability of having satisfactorily performed procurement and contract administration duties.

Contract Administration Tasks

Each contract will likely require different contract administration actions, collaboration and documentation activities. Simple to moderate goods and services contracts will have different specific administrative actions than construction contracts do just as lump sum contracts are managed differently than incentive or time and material or cost-reimbursement contracts.

Project Commencement

Services rendered by the Contractor shall be commenced upon written notice from the City. The Contractor shall not commence work until it has obtained all insurance and such insurance has been approved by the City's representative.

Project Duration

Project will be undertaken for a stated duration. Contract duration will be for an appropriate time length to complete the project. The duration of FTA-funded projects will not exceed five years.

Standards of Conduct

The Common Grant Rules require the City to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

As provided in the Common Grant Rules and the Federal Transit Administration Master Agreement, no County officers, employees, agents, or board members, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed have a financial or other interest in the firm selected for award.

The Destin City Council established a code of ethics for city council members, officers, and employees; Destin's officers, employees, agents or board members shall neither solicit nor accept gifts, entertainments, gratuities, favors, or anything of monetary value from contractors, consultants, potential contractors or consultants, or parties to sub-agreements.

To the extent permitted by the State of Florida regulations, this standard of conduct will consider appropriate penalties, sanctions, or other disciplinary action for violation of such standards by City of Destin officers, employees, agents, board members, or by contractors, consultants, or sub-recipients or their agents.

Change Orders

The City may execute bilateral or unilateral change orders to its contracts. Change Order administration requires that the City make an in-scope determination for the desired change work. Later a cost or price analysis must be performed to ensure that the price for the changed work is equitable, fair and reasonable.

Change Order Requirements:

1. Change order work must not be outside the original work scope; this requirement is met through sole source justification that results in a new contract.
2. A cost analysis must be performed with detailed or sufficient cost elements.
3. Profit or fee should be analyzed commensurate with work complexity, performance/contractual risk, contractor's investment, amount of subcontracting, past performance data, or marketplace rates.
4. Negotiations with contractors must be documented.

In addition, the following procedures will be applicable to administering and managing change management and activities related to change orders, change notice, progress payment, and approval:

Change Order Independent Cost Estimate:

Required: FTA Circular 4220 requires a cost or price analysis for every procurement action, including change orders. The starting point for the analysis is an independent cost estimate. Prior to receiving a change proposal, the City shall independently estimate the cost of performing the work. The ICE can be used as a basis of comparison for evaluating the proposed price received. A "change order" means any contract action that calls for the negotiation of a cost or price proposal arising out of a change in the contract requirements.

Change Order Cost/Price Analysis:

The Common Grant Rules require a cost/price analysis in connection with all change orders. The method and degree of cost/price analysis depends on the facts and circumstances surrounding each contract action. If the original contract contains only a lump sum price, additional cost and pricing data must be requested to perform a cost/price analysis.

The City shall perform a cost analysis when a contractor is requested to submit detailed cost elements (that is, labor hours, overhead, materials, and so forth) of the change order cost. Changes in scope do not always result in increased costs. Elimination or reduction of contract work may result in a decrease in the contract price. Regardless of the direction of the price change, these modifications require cost analysis using the cost principles to determine that the price change is fair and reasonable.

The City is responsible for performing cost/price analysis for all change orders.

1. The following references provide guidance in preparing cost or price analysis:
2. FTA's "Best Practices Procurement Manual," Chapter 5
3. Pricing Guide for FTA Grantees www.fta.dot.gov/documents/Helpline_Price_Guide.doc
4. FAR Part 31, Contract Cost Principles and Procedures

Termination

A Contractor may be held in default of its contractual obligation under this Agreement if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
2. fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. performs the Work that does not conform to Contract Documents requirements;
5. fails to meet the Contract Schedule or fails to make progress on the Work so as to endanger performance of the Agreement;
6. abandons or refuses to proceed with any or all the Work; or
7. otherwise breaches, fails to comply fully with, or is in default of any provision of the

Contract Documents.

If a contract of any type (fixed-price or cost-reimbursement) is contemplated for termination of convenience or for cause, a complete cost analysis must be performed to negotiate the final amount of the termination settlement.

Contracts can be terminated for the convenience of the City or for cause (also called default). Contracts are usually terminated for convenience when the City no longer has a need for the service or products as they are specified in the contract, or when it is not possible to substantiate that the contractor's performance is poor enough to terminate for cause. Contracts should be terminated for cause when the contractor fails to perform the contract as written.

Invoice and Payment

The Contract specifies the payment terms. The contractor must submit, and the City must process applications for progress payment in accordance with the requirements and General and Special Conditions of the contract.

A. Advance Payments. Advance payments are payments made to a contractor before the contractor incurs contract costs. The recipient may use its local share funds for advance payments. However, if there is no automatic pre-award authority for its project, then advance payments made with local share funds before FTA assistance has been awarded, or before a letter of no prejudice has been issued or other pre-award authority has been provided, or before FTA approval for the specific advance payment has been obtained, are ineligible for reimbursement. The following principles and restrictions apply:

1. Use of FTA Assistance Prohibited. The recipient may not use FTA assistance to make payments to a third-party contractor before the contractor has incurred the costs for which the payments would be attributable.
2. Exceptions for Sound Business Reasons. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence.
 - a. Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use of FTA or local share funds.
 - b. Customary Advance Payments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the recipient may use FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed \$100,000.

B. Progress Payments. Progress payments are payments for contract work that has not been completed. The recipient may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

1. Adequate Security for Progress Payments. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.
2. Adequate Documentation. Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.
3. Percentage of Completion Method. The Common Grant Rules requires that any progress payments for construction contracts be made on a percentage of completion method described therein. The recipient, however, may not make progress payments for other than construction contracts based on this percentage method.

The Finance Department has several stages of involvement in third party contracts and at various stages of post contract award action. A major responsibility in third party contracts is to ensure timely payments. While the City and Project personnel are responsible for recommending and approving payments, the Finance Department is responsible for issuing checks and validating funds availability.

Invoices are first received by the project manager for approval. A request for payment of the invoice will then be forwarded to Finance. Once an approved invoice is received by the Finance Division, it will release payment if all documentation is in order. The project manager is responsible for identifying any retentions and withholdings. The Finance Division provides oversight to such retentions and withholding to ensure payment accuracy. At contract closeout, Finance Department is responsible for the final check processing.

Record Retention

The record retention requirement of three years shall commence only after the final audit and final payment is made and all other issues are resolved.

Contract Documentation

The City, in collaboration with all responsible parties, shall ensure that the history of all pre-award, post- award actions, and related project, operation, legal, and financial information are documented, collected, reviewed for compliance, maintained, distributed, archived and readily accessible to internal and external audits including the State of Florida and the FTA.

City personnel and consultants involved in and performing contract administration tasks shall prepare, maintain, and keep adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation and contract administration.

- Procurement documentation will include rationale for the method of procurement for each contract, including a sole source justification for any acquisition that does not qualify as competitive, as well as any change order deemed cardinal by the Procurement and Contracts Division.
- Contract type documentation will state the reasons for selecting the contract type used (i.e., fixed price, cost reimbursement, time and material);
- Contractor selection will include reasons for contractor selection or rejection, as well as a written responsibility determination for the successful contractor;
- Cost or Price Analysis: All procurement and change orders will evaluate and state its justification for the contract cost or price by including an ICE and cost or price analysis.
- Change Order: All change order information including essential documents, will be collected from the program/project organization, functional departments, and construction management contractors, and maintained in Live-link, and other project related information will be kept in the internal databases, readily available to internal audit and FTA. Change Orders documentation will include in-scope determination as well as a cost or price analysis to establish that the price is fair and reasonable.
- All Post-award Activities: partnering, inspection report, claims, disputes, invoice processing, and reports and forms.
- Access to Records. Apart from the more limited record access provisions of the Common Grant Rules, 49

U.S.C. Section 5325(g) provides FTA and DOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Subcontracting

Unless otherwise specified, services assigned to subcontractors must be approved in advance by the City. The subcontractors must be qualified by the City to perform all work assigned to them. The Contractors must have written statements from the subcontractors indicating that the subcontractor is aware that all Federal Rules and Regulations apply. The City, Contractor, and subcontractors will establish procedures to verify compliance with all federal provisions by subcontractors.

Disputes, Claims, Litigation, and Settlement

The City will resolve all contractual and administrative issues including protests, disputes, and claims using good administrative practices and sound business judgment. FTA may be involved in the City's administrative decisions when the City uses federal funds to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation. For detailed FTA guidance, see FTA C 4220.1F, Page VII-1 through V-10.

The City will notify the Contractor of issues related to performance, achievement of milestones, and/or compliance with federal, state, or local regulations affecting the performance or completion of the contract as soon as those issues are identified. It is the responsibility of the Contractor to acknowledge and respond to the issue in writing upon receiving notice from the Project Manager. The Contractor should make every effort to remedy those issues as soon as practical, within up to 30 days. Should the issues remain after 30 days, the City may terminate the contract.

Finally, all agreements between the City and Contractor, including all attachments to it, constitute an agreement, that shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Okaloosa County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

Liquidated Damages. FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise. We also refer you to Chapter V, paragraph 5(a)(1) for a discussion of how liquidated damages can be used to encourage settlements.

Resolution of Claims for Breach of Contract. As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 (fifteen) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator, who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement. The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of Agreement as to any issue in any way connected with this Agreement.

Project Monitoring

For all contracts for Products and Materials, the City will establish deliverable dates, pre- and post- award inspection dates, and checklists of receipt of the product that will remain on file for the useful life of the product. For all Service contracts, the City will establish appropriate milestones, progress points, and measures of effectiveness (MOE) as needed to monitor the progress, adequacy, and/or completion of the project. These measures will be established prior to commencing work and will be agreed to in writing by both parties.

Leases

Whenever any FTA-funded property, facilities, or equipment is to be leased out to a third party (including to the Senior Resource Association, the city's transit service provider), said lease shall be submitted to the FTA Region IV office for approval. No such leases shall be entered into by the City without first obtaining FTA approval. All leases will be reviewed by the City Attorney, City Community Development Director and City Purchasing Director, and will include Federal terms and conditions.

Charter Bus Reporting

Any charter service provided with federally funded vehicles must meet the conditions of the FTA Charter Service rule, contained in U.S.C. 5323 (d). Quarterly reports on charter activity, including charter applicable exceptions, will be submitted quarterly through the Electronic Award and Management System (EAMS) process. Charter service activity has also been added as a standing agenda item to the quarterly transit meeting conducted by the City and Senior Resource Association staff.

OVERSIGHT OF SUBRECIPIENTS

The County shall ensure that all sub recipients are in compliance with federal regulations including third party procurements, if applicable. The County shall assure that each of its sub-recipients complies with the applicable requirements and standards circular 4220.1F, and that each of sub-recipient is aware of the Federal statutory and regulatory requirements that apply to its actions as a sub-recipient. Neither a third-party contractor nor a third-party subcontractor is a "recipient".

EXHIBIT R

Checklist for Reviewing Procurements by Federal Grant Recipients and Subrecipients

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of 2 C.F.R. § 200.317 – 326, which is the source of these requirements. In addition, the user may review FEMA's Field Manual, *Public Assistance Grantee and Subgrantee Procurement Requirements*, which is available on the internet by searching for "FEMA Procurement Field Manual." While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 (44

C.F.R. § 13.36(a)-(i) – States, Local and Tribal Governments; and 2 C.F.R. § 215.40-48

– Institutions of Higher Education, Hospitals, and other Non-Profit Organizations), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).¹ As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. Red font is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

¹This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

1. Does the procurement comply with the State's own procurement laws, rules, and procedures? §200.317 **Δ Yes Δ No**
2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. **Δ Yes Δ No Δ N/A – work does not involve the use of materials (e.g., debris removal or other services)**
3. **Does the contract include the following clauses?²**
 - a. *If the contract amount exceeds \$150,000³, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties?* **Δ Yes Δ No Δ N/A**
 - b. *If the contract amount exceeds \$10,000, does it address **termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement**?* **Δ Yes Δ No Δ N/A**
 - c. *If the contract is for construction, does it include the required **Equal Employment Opportunity clause**⁴?* **Δ Yes Δ No Δ N/A**
 - d. *For construction contracts exceeding \$2,000 awarded under a Federal grant, does the contract include a **Davis-Bacon Act clause**⁵ and **Copeland "Anti-Kickback" Act clause**⁶ addressing prevailing wage rates? [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.]* **Δ Yes Δ No Δ N/A**

² See Appendix II of 2 CFR part 200 for a more detailed description of these clauses. See also PDAT Manual, section IV.H for a detailed discussion of these clauses, including sample text.

³ \$150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

⁴ The EEO clause can be found at 41 C.F.R. § 60-1.4(b).

⁵ [Insert sample text]

⁶ The clause may read as follows:

Compliance with the Copeland "Anti-Kickback" Act

(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.

- e. *If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers, does the contract include a **Contract Work Hours and Safety Standards clause**?⁷ ☐ Yes ☐ No ☐ N/A*
- a. Rights to Inventions Made Under a Contract or Agreement.⁸ ☐ N/A
- b. *If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?⁹ ☐ Yes ☐ No ☐ N/A*
- c. *Does the contract include mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)? ☐ Yes ☐ No*
- d. *Does the contract include a **Suspension and Debarment clause**?¹⁰ ☐ Yes ☐ No¹¹*
- e. *Does the contract include an **Anti-Lobbying clause**?¹² ☐ Yes ☐ No*

⁷ 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.

⁸ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

⁹ The clause may read as follows:

Contractor agrees 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

¹⁰ See PDAT Manual, pgs. 99-100 for sample text.

¹¹ A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract funded with Federal assistance.

¹² See PDAT Manual, pgs. 127-129. The clause may read substantially as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

i. For contracts exceeding \$100,000, have bidders submitted an Anti-

Lobbying Certification? ☐ Yes ☐ No ☐ N/A

f. *Does the contract include a clause requiring the contractor to maximize use of recovered/recycled materials?* ☐ Yes ☐ No ☐ N/A – **work does not involve the use of materials (e.g., debris removal or other services)**

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.



4. General requirements¹³

- a. *Does the procurement comply with the NFE's¹⁴ own procurement laws, rules, and procedures?* §200.318(a) ☐ Yes ☐ No
- b. *Does the NFE maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?* §200.318(b) ☐ Yes ☐ No
- c. *Does the NFE have - §200.318(c)(1):*
- i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts? ☐ Yes ☐ No
 - ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?¹⁵ ☐ Yes ☐ No
 - iii. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?¹⁶ ☐ Yes ☐ No
 - iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. ☐ Yes ☐ No

¹³ See, 2 C.F.R. § 200.318

¹⁴ Non-Federal Entity (NFE)

¹⁵ Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

¹⁶ However, NFEs may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

- d. *If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest?* § 200.318(c)(2)¹⁷ **Δ Yes Δ No Δ N/A**
- e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE *considered* consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? § 200.318(d) **Δ Yes Δ No**
- f. *Encouraged*, but not required standards.¹⁸
- g. *Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources?* § 200.318(h) **Δ Yes Δ No**
- h. *Is the NFE keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price?* § 200.318(i) **Δ Yes Δ No**
- i. *Is the contract a time-and-materials contract?*¹⁹ § 200.318(j) **Δ Yes Δ No**
 - i. If so, has the NFE documented why no other contract is suitable?
Δ Yes Δ No

¹⁷ Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

¹⁸ §200.318(e) – to foster greater economy and efficiency, the NFE is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

¹⁹ Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. **[Note that FEMA will only reimburse costs under a time-and-materials contract for the first 70 hours of work performed. See FEMA PA Guide (2007 ed.), pg. 53.]**

- ii. Does the contract include a ceiling price that the contractor exceeds at its own risk? ☒ **Yes** ☐ **No**

- j. *Is the NFE alone* responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §200.318(k) ☐ *Yes* ☐ *No*

5. **Competition:**

- a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*²⁰ § 200.319(a):

- i. Placing unreasonable requirements on firms in order for them to qualify to do business? ☒ **Yes** ☐ **No**
- ii. Requiring unnecessary experience and excessive bonding? ☒ **Yes** ☐ **No**
- iii. Noncompetitive pricing practices between firms or between affiliated companies?²¹ ☒ **Yes** ☐ **No**
- iv. Noncompetitive contracts to consultants that are on retainer contracts?²² ☒ **Yes** ☐ **No**
- v. Organizational conflicts of interest?²³ ☒ **Yes** ☐ **No**
- vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement? ☒ **Yes** ☐ **No**
- vii. Any arbitrary action in the procurement process? ☒ **Yes** ☐ **No**

- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) ☐ *Yes* ☐ *No*
☐ *N/A*

²⁰ This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.

²¹ For example, bid suppression or bid rigging.

²² For example, out-of-scope disaster work added to the consultant’s work on retainer.

²³ See, Fns 14 & 16.

- c. *Does the contract include a state or local geographic preference for local contractors?*²⁴ § 200.319(b) ☐ **Yes** ☐ **No**
- d. Do the NFE's written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
 - i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) ☐ **Yes** ☐ **No**
 - ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2)
☐ **Yes** ☐ **No**
- e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) ☐ *N/A*
 - i. Is the list current? ☐ *Yes* ☐ *No*
 - ii. Does the list include enough qualified sources to ensure maximum open and free competition? ☐ *Yes* ☐ *No*
 - iii. Were any potential bidders precluded from qualifying during the solicitation period?²⁵ ☐ **Yes** ☐ **No**

6. **Method of Procurement**

- a. Is the NFE using one of the following acceptable methods of procurement? § 200.320
 - i. **Micro-purchase** (i.e., purchases below \$10,000, see, §200.67 Micro-purchases). § 200.320(a) ☐ **Yes** ☐ **No**
 - 1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]
 - 2. To the extent practicable, is the NFE distributing micro-purchases equitably among qualified suppliers? ☐ **Yes** ☐ **No**
☐ **N/A – not practicable**
 - ii. **Small purchase procedures** § 200.320(b) ☐ **Yes** ☐ **No**

²⁴ Geographic preferences are generally not allowed under FEMA grants. The only exception is that when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

²⁵ Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

1. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the **lesser** of either (1) the federal small purchase threshold (i.e., \$150,000), or (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold.*]
2. Did the NFE obtain price or rate quotations from an adequate number of qualified sources?²⁶ **Δ Yes Δ No**

iii. Sealed bids § 200.320(c)²⁷ Δ Yes Δ No

1. [Note: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]
2. Are *all* of the following conditions to use sealed bidding present?
§ 200.320(c)(1) **Δ Yes Δ No**
 - a. A complete, adequate, and realistic specification or purchase description is available **Δ Yes Δ No**
 - b. Two or more responsible bidders are willing and able to compete effectively for the business **Δ Yes Δ No**
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price **Δ Yes Δ No**
3. *If sealed bids are used*, the following requirements apply: § 200.320(c)(2)

²⁶ FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). See, FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions (FAQ), FAC No. 3.

²⁷ Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting *the lowest priced, responsive and responsible bid*. “Responsive” refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while “Responsibility” is described at § 200.318(h).

- a. Did the NFE solicit bids from an adequate number²⁸ of known suppliers, providing them sufficient response time prior to the date set for opening the bids? ☒ Yes ☐ No
- b. If the NFE is a local or tribal government, was the invitation for bids publically advertised? ☒ Yes ☐ No ☐ N/A
- c. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? ☒ Yes ☐ No
- d. Did the NFE open all bids at the time and place prescribed in the invitation for bids? ☒ Yes ☐ No
- e. For local and tribal governments, were the bids opened publicly? ☒ Yes ☐ No ☐ N/A
- f. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? ☒ Yes ☐ No
- g. If any bids were rejected, was there a sound documented reason supporting the rejection? ☐ Yes ☐ No ☐ N/A

iv. Procurement by competitive proposals²⁹ § 200.320(d) ☒ Yes ☐ No

- 1. [Note: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]
- 2. Did the NFE publicize the Requests for Proposals (RFPs) and identify all evaluation factors and their relative importance? ☒ Yes ☐ No

²⁸ Unlike, for simplified purchase procedures, FEMA has not defined an "adequate number" of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of "full and open competition." (See fn. 26)

²⁹ Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. "best value" contracting).

3. Did the NFE solicit proposals from an adequate number of qualified sources?³⁰ **Δ Yes Δ No**
4. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? **Δ Yes Δ No**
5. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered? **Δ Yes Δ No**
6. [Note regarding architectural/engineering (A/E) professional services: The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.**]

v. Noncompetitive proposals § 200.320(f)³¹ Δ Yes Δ No

1. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
2. Do one or more of the following circumstances apply? **Δ Yes Δ No**
 - a. The item is available only from a single source **Δ Yes Δ No**
 - b. The public exigency or emergency³² for the requirement will not permit a delay resulting from competitive solicitation **Δ Yes Δ No**
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in

³⁰ Unlike, for simplified purchase procedures, FEMA has not defined an "adequate number" of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of "full and open competition."

³¹ § 200.320(e) is reserved.

³² For an explanation of what "emergency" and exigency" mean, see PDAT Manual, pg. 68.

Response to a written request from the non-Federal entity

☒ **Yes** ☐ **No**

- d. After solicitation of a number of sources, competition is determined inadequate.³³ ☐ **Yes** ☐ **No**

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

- a. Has the NFE taken the following affirmative steps³⁴ to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible?³⁵ § 200.321 ☐ **Yes** ☐ **No** ☐ **N/A (document)**
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? ☐ **Yes** ☐ **No** ☐ **N/A (document)**
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? ☐ **Yes**
☒ **No** ☐ **N/A – no potential sources (document)**
 - iii. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?³⁶ ☐ **Yes**
☒ **No** ☐ **N/A – not economically feasible (document)**
 - iv. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and

³³ Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

³⁴ The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

³⁵ Collectively referred to as "socioeconomic contractors" or "socioeconomic contracting," this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

³⁶ This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. "project splitting.")

women's business enterprises? **Δ Yes Δ No Δ N/A – the requirement does not permit (document)**

- v. 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 **Δ Yes Δ No Δ N/A – not appropriate (document)**
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? **Δ Yes Δ No Δ N/A – no subcontracts will be let (document)**

8. Contract cost and price

- a. *If the contract amount (including contract modifications) exceeds \$150,000, did the NFE perform a cost or price analysis? § 200.323(a)* **Δ Yes Δ No Δ N/A**
- b. Did the NFE negotiate profit as a separate element of the price for each contract in *which there is no price competition and in all cases where cost analysis is performed?* § 200.323(b) **Δ Yes Δ No Δ N/A**
- c. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?³⁷ [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement]
Δ Yes Δ No

9. Bonding requirements for construction or facility improvement contracts exceeding \$150,000

- a. [Note: *For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e, \$150,000), the Federal*

³⁷ This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost-plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor's entitlement is uncertain at the time of contracting; and (4) the contractor's entitlement increases commensurately with increased performance costs.

Awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]

- b.** If such a determination (see above) has not been made, does the procurement include the following? **Δ Yes Δ No Δ N/A**
- i.** A bid guarantee from each bidder equivalent to five percent of the bid price? **Δ Yes Δ No Δ N/A**
1. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- ii.** A performance bond on the part of the contractor for 100 percent of the contract price? **Δ Yes Δ No Δ N/A**
1. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- iii.** A payment bond on the part of the contractor for 100 percent of the contract price. **Δ Yes Δ No Δ N/A**
1. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST

EXHIBIT Q

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) 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. See 2 C.F.R. Part 200, Appendix II, **II A.**
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. 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. See 2 C.F.R. Part 200, Appendix II, **II B.**
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, **II C.**

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines

"construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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 as 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. 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

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (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."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance, with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor

contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of 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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance.** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, § I; and Chapter IV, § 6.d and Appendix C, § 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, § 6.d and Appendix C, § 2.
- d. In general, an "excluded" party claim to receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See Chapter IV, § 6.c and Appendix C, § 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor ~~certifies~~] to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, 1K; 2 C.F.R. § 200.322; Chapter V, 17.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

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

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpo/>. The list of EPA-designate items is available at [/www.e12a.oov/cpol12roducts.htm](http://www.e12a.oov/cpol12roducts.htm)."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, 1 XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, 1 XXV (2013).
-

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

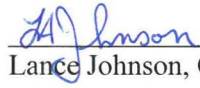
- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
 - b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related
 - c. Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."
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ADDITIONAL INFORMATION, REQUIREMENTS AND RESPONSIBILITY

It shall be the responsibility of the Finance Department to keep this OI current.



Lance Johnson, City Manager

Adopted 06.17.2019

Resolution 19-07

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU:

FROM: Lance Johnson, City Manager

DATE: 07/29/2021

SUBJECT: Appointment of representative to the Tourist Development Council (TDC)

I. BACKGROUND:

II. DISCUSSION: The City Council needs to designate a new representative for the Tourist Development Council (TDC) due to Councilmember Hebert's resignation from the TDC (Attached).

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: It is vitally important for the City of Destin to be represented on the TDC.

IV. RECOMMENDED MOTION: I move that _____ be approved as the City of Destin's TDC representative.

Attachments:

1. Resignation
2. tdc_manual

VIA EMAIL

Ken Wampler,
Chairman Okaloosa County Tourist Development Council
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Commissioner Carolyn Ketchel
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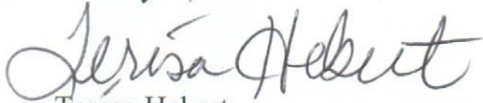
July 28, 2021

Dear Commissioner Ketchel and Chairman Wampler,

Please accept my resignation from the Okaloosa County Tourist Development Council, effective immediately.

On Monday, August 2, 2021, I will request that the Destin Council select and appoint a new representative to be the City of Destin's TDC representative.

Thank you,

A handwritten signature in cursive script, reading "Teresa Hebert".

Teresa Hebert
Destin City Councilwoman



**DESTIN | FT. WALTON BEACH
OKALOOSA ISLAND**

TOURIST DEVELOPMENT COUNCIL BYLAWS

AND

TOURIST DEVELOPMENT DEPARTMENT OPERATIONS & PROCEDURES MANUAL

TDC July 27, 2017

BCC August 15, 2017

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SECTION ONE: TOURIST DEVELOPMENT COUNCIL BYLAWS

A. GENERAL

A.100. LEGAL AUTHORITY

Legal authority for the Okaloosa County Tourist Development Council (the “Council”) is found under Section 125.0104, Florida Statutes, known as "The Local Option Tourist Development Act", Okaloosa County Ordinance 89-23 as subsequently amended, and Resolution No. 89-40 establishing the Council and stating the intent to levy a Tourist Development Tax (the “Act”). As an appointed Advisory Board, the Council is bound by State and County Laws, ordinances, and procedures governing the Council members and their activities, as well as procedures for reviewing expenditures of tourist development tax revenues.

A.200. STATEMENT OF ORGANIZATION

Pursuant to the Act, Okaloosa County (the "County") has: established an advisory group known as the Okaloosa County Tourist Development Council; imposed a 5% Tourist Development Tax; and approved a Tourist Development Plan pursuant to the mission set forth in A.300.

The Council is responsible for advising the Okaloosa Board of County Commissioners (the “Board”) on the implementation of the Tourist Development Plan in accordance with State and County laws, regulations and procedures and within budgetary limitations imposed by the Tourist Development Tax Revenues.

In order to establish the procedures by which the Council will carry out its business and the Tourist Development Plan will be implemented, the Board has approved this TDC Bylaws and TDD Operations and Procedures Manual (the “Manual”) as the guiding instrument.

A.300. MISSION

The Council’s primary responsibility is to advise and make recommendations to the Board on matters related to tourism sales, marketing, and advertising in order to help increase overall visitation and lodging facility occupancy. The Council shall advise and make recommendations to the Board for the effective operation of the special projects and for uses of the Tourist Development Tax revenue. The Council shall continuously review expenditures of revenues from the Tourist Development Trust Fund and shall receive expenditure reports, at least quarterly, from the Tourist Development Department Director (the “Director”).

The Council shall also make recommendations on the annual Sales & Marketing Plan and Budget to ensure conformity with the Tourist Development Plan and the provisions of Section 125.0104, Florida Statutes.

A.400. LOCATION OF OFFICE

The Council has established its business offices at 1540 Miracle Strip Parkway SE, Fort Walton Beach, FL 32548. All official business correspondence with the Council or any of its members shall be directed to the Okaloosa County Tourist Development Council at this address.

A.500. COUNCIL COMPOSITION AND VACANCIES

- 1) **Composition.** The composition of the Council shall be as set forth in the Act. The Council shall be composed of nine (9) members, all of whom shall be appointed by the Board, including the Chair of the Board, or any other member of the Board as designated by the Chair. Two (2) members of the Council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the sub-county taxing district. These two (2) members shall be appointed by their respective governing bodies. Six (6) members of the Council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three (3) nor more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax. All members of the Council shall be electors of Okaloosa County.
- 2) **Terms.** All Council members shall serve for staggered terms of four (4) years, with the exception of the members of the municipalities and the Board who serve as appointed by their respective governing bodies. Their terms are subject to re-appointment or term expiration, whichever comes first. No Council member shall serve more than two (2) consecutive terms which shall be no more than eight (8) consecutive years. The Council member terms shall begin on October 1st of the year of appointment and terminate on September 30th of the fiscal year the term expires. The Board may designate the Council Chairman or allow the Council to elect a Chairman. Terms for the Chairman and Vice-Chairman of the Council shall be for one (1) fiscal year and they may be reappointed.
- 3) **Orientation.** All newly appointed Council members shall participate in an orientation process, which shall include, but is not limited to, an overview of Sunshine Law, Public Records, Ethics (financial disclosure, gifts law, conflicts of interest) and relevant statutes, ordinances and TDD operating policies. From time-to-time, the Council shall participate in a refresher briefing on the topics included in the orientation.
- 4) **Vacancies.** Should any seat on the Council become vacant, a replacement to serve the remainder of that term shall be appointed in the same manner as the appointment of the person whose absence created the vacancy.
- 5) **Removal/Resignation.** Any member may be subject to removal from the Council if they miss three (3) Council meetings per fiscal year or upon a majority vote of the Board. Special consideration/leniency will be given for any absences due to Acts of God, personal illness/medical, and/or family emergencies. If one of the elected municipal or county officials on the Council is removed for this reason, the applicable governing entity shall be required to appoint another elected representative as their replacement. In the event a Council member no longer conforms to the criteria listed in Section A.600(1) above to hold the seat to which they were appointed, said Council member shall forward a letter to the Council and the Board stating these facts and shall additionally tender a letter of resignation along with this submittal.

A.600. COUNCIL CHAIRMAN

The principal role of the Council Chairman is to provide leadership to the Council and manage Council meetings. The Chairman is accountable to the Council and acts as a direct liaison between the Council and the leadership of the Tourist Development Department, through the Director. The Council Chairman's responsibilities include, but are not limited to:

- 1) Presiding over Council meetings.
- 2) Presiding over the annual Tourism Summit.

- 3) Reviewing and signing minutes of Council meetings.
- 4) Calling special meetings as necessary.
- 5) Representing the views of the Council to the Board as appropriate.
- 6) Acting as the communicator for Council decisions as appropriate.
- 7) Nurturing positive industry relationships and working with industry leaders to maintain open communication and a positive working relationship.
- 8) Keeping generally abreast of activities of the TDD.
- 9) Assisting in the preparation of Council meeting and Tourism Summit agendas in coordination with the Director.
- 10) Recommending an annual schedule of the date, time and location of Council meetings in coordination with the Director.
- 11) Providing independent advice and counsel to the Director.
- 12) Consulting with the Council attorney on Council matters when appropriate.

A.700. TDC BYLAWS AND TDD OPERATIONS AND PROCEDURES MANUAL AMENDMENT

This Manual may be amended from time to time by the Board. The Council may provide recommendations to the Board as to proposed modifications.

B. COUNCIL MEETINGS

B.100. REGULAR COUNCIL MEETINGS

The Council shall meet at least once each quarter. To the extent that more meetings are necessary, they may be called by the Director and/or the Chairman.

B.200. LOCATION AND NOTICE

Council meetings will be held at the Emerald Coast Convention Center or as otherwise designated by the Director. All meetings shall be duly noticed within the sub-county taxing district and open to the public. The Director shall be responsible for placing notice on the Okaloosa County website on the Commissioners monthly meeting calendar.

B.300. AGENDA

There shall be an official agenda for every Council meeting, which shall determine the order of business conducted at the meeting. The agenda will be prepared for each Council meeting by the Director and reviewed by the Chairman. Individuals or entities wishing to place an item on an upcoming agenda for Council action must submit a written request to the Director at least two (2) weeks prior to a regularly scheduled meeting along with any supporting documentation. Department staff, and the Council attorney if necessary, shall provide background information on each agenda item and such information shall be available to Council members at least two (2) business days prior to a scheduled meeting. Items may be added to the agenda when deemed necessary, by majority vote of the Council, in emergency

situations when the issues are time critical or cost sensitive. Except as otherwise provided for herein, non-agenda matters shall be confined to items that are informational only.

B.400. RULES OF PARTICIPATION

- 1) **Rules.** The Council meetings shall be subject to all the procedural requirements of Chapter 286, Florida Statutes. All Council meetings must be duly noticed and open to the public. Council members are prohibited from discussing with any other Council member any matter on which foreseeable action will be taken by the Council.
- 2) **Public Participation.** Council meetings will be conducted by the Council Chairman, the Vice-Chairman, or a designee, in a manner to permit the greatest possible participation by all Council members and the interested public.
- 3) **Council Participation.** Council members must be present at the meeting to participate. Participation by electronic participation or proxy vote is prohibited.
- 4) **Majority/Quorum.** Approval of a motion requires an affirmative vote of a simple majority vote of the Council members present and voting. Five (5) Council members shall constitute a quorum of the Council for purposes of conducting business.
- 5) **Abstention.** Any Council member desiring to abstain from voting shall publicly disclose the reason for the abstention before the vote is taken, in compliance with Section 286.012 and Chapter 112, Florida Statutes. Full disclosure must be made in writing within fifteen (15) days after the date of such meeting by completing a Voting Conflict Form (see Appendix) and filing it with the Director. The Voting Conflict Form shall be attached to the minutes of the meeting in which the abstention took place.

B.500. MINUTES

Written minutes shall be kept of each Council meeting. A written summary of each meeting shall be presented at the next Council meeting for approval by Council members and signed by the Council Chairman and Director. Such written summary shall include the Council members in attendance, major items of discussion, formal action taken at such meetings, and items presented during public comments. The Council shall abide by Florida Statutes in regard to minutes and public participation.

SECTION TWO: TOURIST DEVELOPMENT DEPARTMENT
OPERATIONS AND PROCEDURES MANUAL

C. TOURIST DEVELOPMENT PLAN, SALES & MARKETING PLAN, AND BUDGET

C.100. TOURIST DEVELOPMENT PLAN

- 1) Pursuant to Section 125.0104(4)(d), Florida Statutes, the County has adopted a Tourist Development Plan by ordinance enacted by the Board. The Tourist Development Plan may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the Board.
- 2) As necessary, the Director shall present a revised Tourist Development Plan to the Council.
- 3) As necessary, the Council shall recommend to the Board any proposed changes to the Tourist Development Plan.

C.200. SALES & MARKETING PLAN

- 1) The Director is responsible for preparing an annual Sales & Marketing Plan identifying an allocation of funds (e.g. media plan, public relations, sales activities), which shall be presented to the Council for review and recommendation. The Council's recommendation shall be presented to the Board for final approval.
- 2) Funds may be allocated to a "Promotional Reserves" category to provide for promotional opportunities that may arise which are not identified in the Sales & Marketing Plan. Promotional reserve funds may be spent with concurrence of the Council Chairman and in accordance with County purchasing policies and approval authorities and the Act. A monthly reconciliation of the use of promotional reserve funds will be provided to the Council for informational purposes.
- 3) The County recognizes the importance of flexibility to respond to market conditions and that deviations from the approved Sales & Marketing Plan may occur during the year. The Director will apprise the Council and the Board of these changes as they become known.

C.300. BUDGET

The budget process is governed by Florida Statutes, Department of Revenue rules, and County policies. Additionally:

- 1) **Initial Draft Budget.** The Director is responsible for compiling the initial draft of the proposed annual budget for presentation to the Council prior to submission of the annual budget proposal to the County Administrator. This draft shall contain, at a minimum, the following items:
 - a. Projected tourist development tax revenues for the budget period.
 - b. Projected expenses by account number and summarized by category for the budget period.
 - c. Proposed capital projects for a five-year period.
 - d. Recommendation on staff positions and salaries, if position changes.
 - e. Recommendation on reserve levels.
- 2) **Council Review.** The Council is responsible for conducting at least one public meeting on the proposed budget recommended by the Director before the proposed budget is submitted to the County Administrator.

- 3) **Board Review.** The Director will present the Council's recommended budget to the County Administrator, who will use the recommendation in preparing the budget submission to the Board during its budget review process.
- 4) **Council Review of Adopted Budget.** The Director will present the budget adopted by the Board to the Council. The Council shall review the adopted budget to ensure conformity with the Tourist Development Plan and the provisions of Section 125.0104, Florida Statutes. If the Council has any objections to the adopted budget, the objection(s) shall be presented to the Board.
- 5) **Budget Modifications and Reserve Expenditures.** The Director shall present to the Council any proposed modifications to approved budget line items or allocation of reserve funds during the course of the budget year which require Board action. The Council shall provide its recommendation on the proposed changes to the Board.

C.400. ACCOUNTS

All present tourist development tax revenues and those carried forward from year-to-year shall be placed in an interest-bearing trust fund in accordance with Florida Statutes, which shall then be re-allocated to various areas as required by Section 125.0104, Florida Statutes. In no case shall the Tourist Development Trust Funds be co-mingled with the general revenue of the County.

D. FINANCIAL AND TOURISM PROMOTION MONITORING

Financial and tourism promotion monitoring is governed by Florida Statutes and the County's Tourist Development Plan ordinance. Specifically:

D.100. FINANCIAL REPORTS

- 1) The Director is responsible for presenting financial reports, at least quarterly, to the Council and Board. Financial reports shall contain, at a minimum, the following budget-to-actual information:
 - a. Revenues.
 - b. Expenditures.
- 2) The Director is responsible for presenting detailed expenditure information, at least quarterly, to assist the Council in identifying possibly unauthorized expenditures.

D.200. TOURISM PROMOTION AND MARKETING REPORTS

- 1) The Director is responsible for presenting reports on tourism promotion and marketing campaigns, at least quarterly, to the Council and Board. Reports shall address, at a minimum, the following areas:
 - a. Advertising Campaigns.
 - b. Public Relations.
 - c. Social Media.
 - d. Website Analytics.
 - e. Destination Sales.
 - f. Convention Center Sales.
 - g. Film Commission.

E. PROCUREMENT PROCEDURES

E.100. GENERAL

- 1) All operating, advertising/marketing/promotional, and capital expenditures made during the fiscal year shall be in conformity with the County Purchasing Manual and Property Manual. Additionally, the County recognizes the importance of working with vendors experienced in the tourism industry:
- 2) Competitive solicitations (e.g. RFP's) may be posted to industry websites such as, but not limited to, EmeraldCoastFL.com, Florida Association of Destination Marketing Organizations, and Southeast Tourism Society to facilitate a more comprehensive reach to potential respondents familiar with the tourism industry. In the event a portion of an invoice submitted to the County for payment is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice may be processed for payment without regard to that portion which is in dispute.
- 3) All insurance requirements shall be coordinated with Risk Management.

E.200. CONTRACTS

- 1) All functions to be handled by contract with third parties shall be entered into in accordance with the County Purchasing Manual. Additionally:
 - a. To the extent practical and feasible, contracts shall include a provision for submission of written monthly and/or quarterly reports as to the status of all matters which are the subject of the contract.
 - b. The Council shall review and provide a recommendation for all proposed contracts and grant agreements requiring Board approval and expenditure of tourist development tax dollars.

F. PROMOTIONAL AND ENTERTAINMENT-RELATED EXPENSES

F.100. PROMOTIONAL AND ENTERTAINMENT-RELATED EXPENSES

- 1) This section applies to promotional and entertainment-related expenses incurred in the performance of job duties carried out pursuant to the Tourist Development Plan, Sales & Marketing Plan, and/or annual budget including, but not limited to, trade shows, sales missions, road shows, familiarization tours, press trips, ECCC site visits, and film festivals. The Tourist Development Department is authorized and approved to make expenditures of tourist development tax revenues in accordance with Section 125.0104(9), Florida Statutes. Reimbursement for promotional and entertainment-related expenses is governed by County policies as applied under the provisions of Section 112.061, Florida Statutes, as well as the provisions of Section 125.0104(9), Florida Statutes and this Manual. Additionally:
 - a. Travel associated with job duties carried out pursuant to this section shall be pre-approved in accordance with the County's travel approval thresholds. Travel outside the United States requires approval in advance from the Board.
 - b. Promotional and entertainment-related expenses shall be pre-approved in accordance with County purchasing policies and approval authorities.
 - c. The County recognizes the rental of space, furniture, services, and accessories that may be required in connection with the performance of promotional duties (e.g. trade show, road show,

sales mission) meets the statutory requirement of being essential to tourism promotion and only available if advance payment is made. These types of purchases shall not be considered payment in advance requiring Board approval.

- d. The County recognizes that success in the groups, convention center, and film sales industries is often the result of sales calls, continual networking, and relationships cultivated over a period of time through meetings and discussions for which no published, posted, or emailed agenda or correspondence exist. In such case, an outline of activities including names, titles, dates, locations, and purpose/discussion shall be provided to document travel settlement and/or entertainment-related expenses.
- e. The County recognizes that tips and gratuities are customary within the tourism industry (e.g. tours, excursions). As long as these expenses are in connection with the performance of promotional duties, they are authorized by Florida Statutes. County staff will remain cognizant of the public perception of county funds being used for this purpose and will limit tips and gratuities to no more than 20% of the retail cost exclusive of taxes or other fees.
- f. The County recognizes that providing transportation (e.g. familiarization tour participants) is customary within the tourism industry. Either airfare or mileage reimbursement may be provided, considering the most efficient and economical means as well as participant convenience and preference. Purchase of airfare for a participant meets the statutory requirement of being essential to tourism promotion and only available if advance payment is made, and shall not be considered payment in advance requiring Board approval. Participants for whom airfare is purchased may be required to sign an agreement identifying the terms under which reimbursement to the County will be required in the event the participant cannot attend or reschedule.
- g. The County recognizes that promotional incentives (e.g. overnight stay, tour tickets, airline tickets) are customary within the tourism industry (e.g. familiarization tours, road shows, sweepstakes) for the promotion of the destination. As long as these expenses are in connection with the performance of promotional duties, they are authorized by Florida Statutes. County staff will remain cognizant of the public perception of county funds being used for this purpose and will attempt to receive such items on a complimentary basis from partners prior to purchase with tourist development tax dollars. TDD staff shall adhere to the code of conduct applicable to County employees.

The Promotional and Entertainment-Related Reimbursement Request form shall be prepared to account for the expenditure of funds as provided for herein.

G. INDUSTRY PARTNERSHIPS

G.100. MEDIA CO-OPS

- 1) Media co-ops are defined as advertising partnerships between the TDD and industry partners. Offering media co-ops (e.g. print, digital, broadcast) provides an opportunity to work with industry partners to jointly market the destination.
- 2) The fee schedule for partner participation shall be identified in the Sales & Marketing Plan.
- 3) TDD staff is authorized to develop and send media co-op opportunities to industry partners along with a respond-by date. The number of partners may vary by placement. If demand is greater than the available slots for a particular placement, a lottery system shall be used to determine co-op partners (primary & alternate) for that placement.

- 4) TDD staff shall maintain a media co-op schedule including responding partners, confirmed partner placements, and amount per partner.
- 5) TDD staff shall distribute the media co-op schedule, including deadlines for submission of creative, to partners. In the event a primary partner is unable to provide creative by the deadline, the alternate partner may be contacted.
- 6) TDD staff shall invoice partners upon receipt of proof of performance, with a copy of the invoice forwarded to the Clerk's office.

G.200. SALES CO-OPS

- 1) Sales co-ops are defined as trade show, sales mission, and/or road show partnerships between the TDD and industry partners. Offering sales co-ops provides an opportunity to work with industry partners to jointly market the destination.
- 2) The fee schedule for partner participation shall be identified in the Sales & Marketing Plan.
- 3) TDD staff is authorized to develop and send sales co-op opportunities to industry partners along with a respond-by date. The number of partners may vary by sales activity. If demand is greater than the available slots for a particular event, a lottery system shall be used to determine co-op partners (primary & alternate) for that event.
- 4) TDD staff shall maintain a sales co-op schedule including responding partners, confirmed partner shows, and amount per partner.
- 5) TDD staff shall distribute the approved co-op schedule to partners. In the event a primary partner is unable to participate, the alternate partner may be contacted.
- 6) TDD staff shall invoice partners no less than thirty (30) days prior to the event, with a copy of the invoice forwarded to the Clerk's office. Refunds may be provided if a partner is unable to attend.

H. SOCIAL MARKETING

H.100. SOCIAL MARKETING

- 1) Social marketing is defined as creating web content through social media. The Tourist Development Department is authorized to engage online travel writers (e.g. bloggers) to promote brand awareness and image to specific demographic groups by covering specific topics in their posts written specifically for publication on the County's leisure website.
- 2) The following factors may be considered as appropriate to determine whether a particular blogger meets the needs of the County:
 - a. Target audience (e.g. demographics, geography, reach)
 - b. Relevance of usual posts and expertise to Emerald Coast's current campaign
 - c. Success rate for this blogger (e.g. number of website clicks, Facebook friends, Twitter followers, etc generated from previous posts)
- 3) Bloggers may be utilized to build the Emerald Coast message and drive traffic to the website on a "pay per blog" basis, including base pay and performance pay.

- 4) To ensure consistency and continued reader engagement, bloggers may be expected to produce a certain number of words per week or the equivalent of several shorter posts or a few longer articles. The following factors may be considered as appropriate in determining the base price per blog:
 - a. Target audience (e.g. demographics, geography, reach)
 - b. Length and/or frequency of post(s)
 - c. Use of photos and/or video
 - d. Amount of research required
 - e. Whether social promotion is included
 - f. Byline location
 - g. Inclusion of blogger bio and/or link to blogger's website or social accounts
 - h. Success rate for this blogger (e.g. number of website clicks, Facebook friends, Twitter followers, etc generated from previous posts)
- 5) To incentivize bloggers to focus on building better content rather than just counting words, performance pay per blog may be provided based on the following metrics as appropriate:
 - a. New Comments
 - b. New Subscribers
 - c. Unique Visitors
 - d. Increase in Inbound Links
- 6) All blogs must include at least one photo. Bloggers shall be responsible for obtaining releases, licenses, permits or other authorization to use photographs, copyrighted materials, artwork or any other property or rights belonging to third persons. Bloggers shall indemnify and hold the County harmless from any and all such claims arising from their blog(s) and provide a conflict of interest form.
- 7) All blog submissions will be reviewed to determine whether a particular blog meets the needs of the County.
- 8) Approved blogs will be posted on EmeraldCoastFL.com.

I. BIDDING FOR SPORTS EVENTS

I.100. BIDDING FOR SPORTS EVENTS

- 1) The sports sector of the recreation industry abounds with events at the regional, national, and international level for which organizations submit bids to demonstrate they can best host the event. Bidding for sports events provides an opportunity to increase visitation during periods of low occupancy. The process of submitting a proposal, application, or bid to host an event is often referred to as the "bid process" and shall not be confused with the bid process outlined in the County's Purchasing Manual.
- 2) The Tourist Development Department is authorized to engage in the bid process for sports events. Bid applications shall be processed in accordance with County Purchasing Manual approval thresholds. Determination of the appropriate bid (e.g. cash, in-kind) is based on available budget fund and the following factors as appropriate:
 - a. Summary information (e.g. sport type, dates, venues/facilities)

- b. Management team (e.g. TDD staff, local club, regional association)
 - c. Financial information (e.g. budget, community support, contingency funds)
 - d. Anticipated return on investment / Metrics for success (e.g. out-of-area visitors, sports industry prestige)
- 3) Any contracts or agreements resulting from sports event bids awarded to the County shall be approved in accordance with section E.200 of this Manual.

J. SPONSORSHIPS

J.100. SPONSORSHIPS

- 1) Sponsorship is one of the fastest growing forms of marketing in the U.S, and is considered a qualitative medium. Advertising is considered a quantitative medium. Qualitative and quantitative methods are combined for a complementary and cohesive approach. Sponsorship is financial support for an activity that enables the County to promote/heighten brand awareness and differentiate itself from the competition to a target audience.
- 2) The Tourist Development Department is authorized to provide sponsorships. Examples of sponsorships include, but are not limited to:
 - a. Trade Show – e.g. VIP Room, Awards Reception
 - b. Sport Event – e.g. Title Sponsor, Golf Hole Sponsor
 - c. Local Event – e.g. Seafood Festival, Fishing Rodeo
- 3) **Sport Event & Local Event sponsorship requests are due 120 calendar days prior to the event start date** to ensure adequate lead time for TDD staff to properly market the event (e.g. paid media, social media, public relations, website links, lodging facility reservation channels).
- 4) Sport Events & Local Events must be open to the public. Determination of the appropriate sponsorship level (e.g. funding amount) is based on available budget funds and the following factors as appropriate:
 - a. Extent to which event is synonymous with or showcases a unique feature of the destination
 - b. Seasonality
 - c. Target audience (e.g. demographics, geography, reach)
 - d. Success rate (e.g. results from prior year or similar event)
 - e. Ability to document out-of-market attendance through lodging rooms generated

Note: lodging reports documenting room night pickup associated with the event are required for sponsorship requests over \$20,000. Only room nights subject to the Okaloosa County tourist development tax shall be reported (i.e. located within the sub-county taxing district and not tax-exempt or complimentary).
- 5) Sponsorship requests shall be presented to the Council for approval. Council members shall adhere to the requirements of Chapter 112, F.S. with respect to conflicts of interest.
- 6) Any contracts or agreements related to sponsorships shall be approved in accordance with section E.200 of this Manual.
- 7) The County recognizes the purpose of sponsorships is typically to raise funds to hold an event and therefore meets the statutory requirement of being essential to tourism promotion and only available

if advance payment is made. Sponsorships shall not be considered payment in advance requiring Board approval. Payment may be issued upon receipt of an invoice.

- a. If logo'd promotional items for the event are produced with sponsorship funds, Tourist Development Department approval must be obtained in advance of printing/production.
- 8) Proof of performance shall be the deliverable(s) to which the sponsor is entitled. Proof of performance will be forwarded to the Clerk's office upon completion of the event.
 - a. If complimentary event tickets are provided, tickets shall be used to promote the destination (e.g. generate event publicity, staff attendance for educational purposes, sweepstakes giveaways). A listing of to whom complimentary tickets were given and how used will be provided.

K. PAID MEDIA FOR LOCAL EVENTS

K.100. PAID MEDIA FOR LOCAL EVENTS

- 1) Paid media is defined as external marketing that involves a paid placement (e.g. print, broadcast, digital).
- 2) **Paid media requests are due 120 calendar days prior to the event start date** to ensure adequate lead time to properly market the event through paid media. The event must be open to the public. The local event organizer may request certain media, but paid media will be placed and paid by the County through its advertising agency.
- 3) Including an event in the County's existing advertisement(s) may be accomplished at no additional expense to the County.
- 4) Placing advertisement(s) specific/dedicated to an event may be evaluated based on available budget funds and the following factors as appropriate:
 - a. Extent to which event is synonymous with or showcases a unique feature of the destination
 - b. Seasonality
 - c. Target audience (e.g. demographics, geography, reach)
 - d. Success rate (e.g. results from prior year or similar event)
 - e. Ability to document out-of-market attendance through lodging rooms generated

SECTION THREE: OPERATIONAL & CAPITAL FUNDING REQUESTS

ANNUAL APPLICATION DEADLINE: MAY 1

L.100. PURPOSE

The TDD may provide operational and capital funding support to organizations promoting tourism within the sub-county taxing district, as authorized under Section 125.0104, Florida Statutes, and Okaloosa County's Tourist Development Plan.

L.200. AUTHORIZATION

The TDD may set aside a portion of the overall annual budget as a budgeted line item to fund operational and capital funding requests approved in accordance with this Manual.

L.300. APPLICATION PROCESS

- 1) The application must be completed in its entirety in order for the funding request to be presented to the Tourist Development Council for consideration. Supplemental information may be provided, but summary information must be provided in each section of this form.
- 2) **Applications are due by May 1** to be considered for the upcoming fiscal year budget. If May 1 is a Saturday or Sunday, applications are due the first weekday in May.

For example, applications for expenses to be incurred October 1, 2017 through September 30, 2018 are due no later than May 1, 2017.

- 3) The individual signing the Application must be authorized to enter into agreements on behalf of the requesting organization.
- 4) Applications may be electronically submitted or hand-delivered or mailed to the Tourist Development Department, 1540 Miracle Strip Pkwy SE, Fort Walton Beach, FL 32548. Incomplete applications and applications received after 5pm on May 1 may not be considered. A Conflict of Interest form must be submitted with the application.
- 5) Applications received by May 1 shall be presented to the Tourist Development Council during its May budget meeting to be considered for funding as part of the annual budget process.
- 6) Upon final adoption of the annual budget by the Board of County Commissioners in mid-September, applications will be processed in accordance with County Purchasing approval authority limits and a purchase order or contract issued.
- 7) Applicants shall be notified of their funding status in mid to late September.
- 8) An exception to the May 1 application deadline may be granted by the Tourist Development Director for emergency situations when the issues are time critical. If an exception is granted, the application will be presented to the Council for consideration. If funding is approved by the Council and budget funds are available, the application will be executed in accordance with County Purchasing approval authority limits. If funding is approved by the Council and a budget amendment from reserves is required, recommendation of the Council and approval by the Board is required regardless of dollar amount. If the budget amendment is approved, the application will be executed in accordance with County Purchasing approval authority limits.

L.400. REIMBURSEMENT PROCESS

- 1) Payments are on a reimbursement basis only. Copies of proof of performance and proof of payment for approved expenditures must accompany the organization's invoice.
- 2) **Reimbursement requests are due no later than October 15.** Funding lapses at fiscal year end (September 30). Failure to submit a timely invoice along with proof of performance and proof of payment may result in forfeiture of funding.
- 3) The TDD recognizes that amounts requested on the Operational & Capital Funding Request may vary from amounts actually incurred. While variances in dollar amounts among approved expenditures are acceptable, only expenditures approved on the application will be paid and the total invoiced for reimbursement may not exceed the total approved on the Funding Request.
- 4) In the event a portion of an invoice submitted to the County for payment, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.



ORGANIZATION INFORMATION:

Briefly describe the organization: _____

Describe the funding request in detail. Attach pictures or any other supporting documentation.

Describe how the funding request promotes tourism within the sub-county taxing district.

Describe other funding methods pursued and why Tourist Development Tax funding is necessary.

Dates during which expenses will be incurred: Start Month/Year: _____ End Month/Year: _____

Itemize expenses requested for reimbursement. Denote what portion of the expense, if any, is funded by another source. Attach quotes or any other supporting documentation.

Expenditure Type	Detailed Description	Amount funded by tourist development tax	Amount funded by other sources	
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
TOTAL		\$0	\$0	\$0

Note: Item(s) may be disqualified individually without impacting other items listed.

Upon completing this funding request in its entirety, please read the following statement and affix your signature.

I am submitting this funding request on behalf of my organization and am aware that this request will be reviewed for final approval. I have completed this funding request fully and accurately, understand that all information submitted will be used to determine funding eligibility, and have not misrepresented any information contained herein.

I understand that if the funding request is approved, payment will be made on a reimbursement basis based on actual expenses incurred. While actual expenses may vary from the amounts noted on this funding request, the total dollar amount reimbursed will not exceed the total dollar amount approved. Copies of vendor invoices, proof of payment, and an invoice from my organization to the County will be required for payment.

Signature of Applicant

Date

Printed Name of Applicant

OFFICIAL USE ONLY

Allowable use of tourist development tax funds per F.S. 125.0104? Yes _____ No _____

Allowable use of tourist development tax funds per Ordinance 14-08? Yes _____ No _____

Fiscal Year in which funds will be disbursed: FY _____

Funding Source: 1st _____ 2nd _____ 3rd _____ 5th _____

Funding Source: Contingency Budget _____

Budget Reallocation _____

Reserves Amendment _____

Approved By: _____

In accordance with County purchasing approval authority limits.

Total Funding Approved: \$ _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES_____

NO_____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

DATE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

Voting Conflict Form

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS	
LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
MY POSITION IS: ☐ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____ , by whom I am retained; or
- ☐ inured to the special gain or loss of _____ , which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Michael Burgess, Public Services Director
Lance Johnson, City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: July 23, 2021

SUBJECT: Repairs and Maintenance of Boardwalk

I. BACKGROUND: The Harbor Boardwalk decking boards, at Tailfins are worn, damaged, and pose a dangerous hazard to the public. The boardwalk is a very popular Tourist spot, with a high volume of traffic. Due to the fact the worn and damaged boards may present risk management issues, repairs are necessary to meet requirements, where health and public safety or the conservation of public resources need to be preserved.

II. DISCUSSION: The cost of the Harbor Boardwalk necessary repairs exceeds the \$15,000.00 threshold set forth in the City's Purchasing Manual, which requires Council approval. These are normal wear and tear boards needing to be removed and replaced.

Anderson/Gore Homes, Inc. is a continuing service contractor for the City. A quote has been provided by Anderson/Gore Homes, Inc. for all labor and materials, excluding Wear Deck boards, to make necessary repairs at the Harbor Boardwalk (Quotes are attached \$41,674.50). Competitive procurement procedures are required for purchases over \$15,000.

The procurement requirements were met when the City advertised and requested sealed bids for a continuing services contract which included labor and basic materials to replace boardwalk decking throughout the City (RFB 21-01-PS Boardwalk Repair, Replacement & Maintenance).

Hodges Bros Lumber is the exclusive Authorized Distributor of Wear Deck boards for our region of Florida. Hodges Bros Lumber has provided a quote for Wear Deck Boards at their wholesale price, which is lower than a contractor price (Quote and Authorized Distributor letter are attached \$23,894.40). Competitive procurement procedures are typically required

for purchases over \$15,000. Wear Deck is the City's preferred boardwalk decking material due to the longer life as compared to general marine lumber in our environment. The City has been consistently applying this same type of decking to all boardwalks on both the beach and bay areas. In this case, because Hodges Bros is the exclusive authorized distributor, staff is requesting Council waive the competitive procurement process for this particular purchase. The City Purchasing Manual IV.C.A.2. states that City Council may exempt a purchase from regular purchasing requirements by motion if the procurement is necessary to protect the public's health, safety, and welfare.

There is no insurance coverage for the boardwalks as this project is to replace normal wear and tear due to aging and usage. In addition, the boardwalks are excluded under the City's insurance policy - Public Entity-Property and Inland Marine Coverage, Section II Exclusions.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

Focus 4: High quality of life and safety for families.

Goal 4A: Improve and enhance the City's parks and recreational services.
Level of Service:

B. Effect on Budget (EOB): The repair work required to remove and replace the aged boardwalk at Tailfins (\$41,674.50) will be covered by the the Renewal and Replacement program for Parks (RR057) as adopted in our FY21 Budget.

The Wear Deck boards will be purchased separately by the City, which total in the amount of \$23,894.40 and will be covered by the Renewal & Replacement program for Parks (RR057) as adopted in our FY 2021 Budget.

Total cost of project, including labor and materials is \$65,568.90.

	FY2021 BUDGET
30058585-565000-RR057	
GF RR\$-CONSTRUCT-PARKS AND REC	\$ 1,003,800
FY21 Adopted Budget	1,003,800
Internal Transfer	-
Previous Expenses/Encumbrances	(368,415)
Available Program Budget	635,385
This Agreement +(-)	(65,569)
FY21 Remaining Program Budget	\$ 569,816

C. Level of Service (LOS): Increased level of service.

III. CONCLUSION: Staff is requesting approval for Anderson/Gore Homes, Inc. 125 Rainbow Drive, Fort Walton Beach, FL 32548, to perform necessary boardwalk repairs, which entails the removal and replacement of the Boardwalk at Tailfins in the amount of \$41,674.50. Staff is also requesting approval for City to purchase Wear Deck from Hodges Bros Lumber in the amount of \$23,894.40.

IV. RECOMMENDED MOTION: I move to approve the work orders for the Continuing Services Contractor, Anderson/Gore Homes, Inc, to replace the boardwalk in accordance with the attached quotes in an amount not to exceed \$41,674.50, and to ensure the public's health, safety, and welfare, due to the nature of the timing, potential trip/fall hazards, and for consistency of use of long-term materials, I move to exempt the purchase of Wear Deck from the competitive procurement process required in Resolution 13-10, and to allow staff to move forward with the purchase of this particular decking product in an amount not to exceed \$23,894.40.

Attachments:

1. Anderson_Gore_Quote_Tailfins_FY21
2. HBL_City of Destin_Offer Letter
(002)
3. Hodges_Weardeck_QT
445290_Tailfins

6/3/21
Anderson/Gore Homes, Inc.
125 Rainbow Drive, NW
Fort Walton Beach, FL 32548
850-259-1845
CGC025698

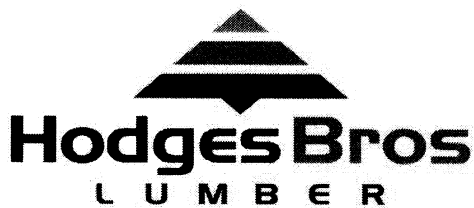
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Reference: Remove and replace Boardwalk behind Tail Fins

Remove existing 2 X 10s and replace with pressure treated 2 X 10s secure 2 X 10s with stainless steel hurricane clips and stainless steel clip nails. Install 2 X 6 wear boards and secure with color watched composite stainless steel screws.

Total square footage of deck behind Tail Fins is 2205 X 18.90 =	41, 674.50
---	------------

Total Due	41,674.50
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437 Eglin Parkway N.E.
Fort Walton Beach, FL 32547
850-862-1555
www.hodgesbros.com

18 September 2020

Hodges Bros. Lumber, Inc. in Fort Walton Beach, Florida is the Authorized Distributor for this region of Florida for WearDeck® brand Reinforced Polymeric Lumber.

As such, our company is providing a wholesale price quotation (lower than a contractor price) for the City of Destin project.

Sincerely,

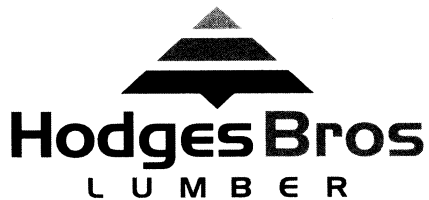
A handwritten signature in black ink that reads "Matthew L. Hodges". The signature is fluid and cursive, with the first name being the most prominent.

Matthew L. Hodges, President

Hodges Bros. Lumber, Inc.

850-862-1555

Quality Treated Lumber Since 1980



437 EGLIN PARKWAY NE
FT. WALTON BCH., FL 32547
PHONE: (850) 862 - 1555
FAX: (850) 862 - 4238

ORIGINAL

Quotation

**** INVOICE/ORDER ****

FINANCE DEPARTMENT
C/O CITY OF DESTIN
4200 INDIAN BAYOU TR
DESTIN FL 32541

SHIP TO
UPDATED QUOTATION
2x6x20' WEARDECK
FOR: BOARDWALK PROJ
ATTN: LISA FIRTH

INVOICE NUMBER
445290

CUSTOMER NUMBER
CIDE

INVOICE DATE	CUSTOMER P.O.	PACKER	DRIVER	CLERK	SALESMAN	TERMS	DELIVERY DATE
06/17/21	2x6 WEARDK			03	000000	NET 10th	07/23/21
ITEM NUMBER	QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION		UNIT	UNIT PRICE	TOTAL PRICE
NON-INV	262	262	2x6-20' WEARDECK/COOLGREY =====		EA	91.20	23894.40
			LEAD TIME = 4-5 WEEKS ARO				

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.B.**TO:** City Council**THRU:****FROM:****DATE:**

SUBJECT: Expenses incurred by Councilmember Ramswell while attending the Florida League of Cities legislative policy committee meeting from July 15 - 16, 2021 in Orlando, Florida

I. BACKGROUND:**II. DISCUSSION:****A. Link to Strategic Goals / Objectives:**

	FY2021 BUDGET
0151110-540000	
CITY COUNCIL-TRAVEL/PER DIEM	\$ 13,100
FY21 Adopted Budget	13,100
Internal Transfer	(8,690)
Previous Expenses/Encumbrances	(1,014)
Available Program Budget	3,396
This Agreement +(-)	(421)
FY21 Remaining Program Budget	\$ 2,976

B. Effect on Budget (EOB):**C. Level of Service (LOS):****III. CONCLUSION:****IV. RECOMMENDED MOTION:**

Attachments:

1. Travel Expense Log - Councilmember
Prebble Ramswell

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Prebble Ramswell

Travel Dates: July 15-16 2021

Date:	Thursday 5-Mar-20				Friday 6-Mar-20		Total
Meals:							
Partial Per Diem:							
Daily Per Diem:							
Total Meals							
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses							
Taxi:							
Personal Miles:							
Total Transportation							
Lodging:							
Hotel Charges:				\$ 287.57			\$ 287.57
				\$ 287.57			\$ 287.57
Misc. Expenses:							
Parking:				\$ 16.00			\$ 16.00
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.							
Other: Explain: Meals				\$ 69.34	\$ 47.79		\$ 117.13
Total Misc. Expenses				\$ 85.34	\$ 47.79		\$ 133.13
Grand Total	\$ -	\$ -	\$ -	\$ 372.91	\$ 47.79	\$ -	\$ 420.70

City of Destin
Travel Expense Claim

Name: Prebble Ramswell

Department: Councilmember

Travel: Place/Purpose Orlando, Florida - Legislative Policy Meeting

Date: July 15-16, 2021

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 117.13

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ - POV

Lodging: \$ 287.57

Parking: \$ 16.00

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ - Conference Registration

Other: Itemize

\$ -

\$ -

Total Reimbursable Expenses: \$ 420.70

Less: Purchasing Card Charges \$ 420.70

Less: Purchasing Card Charges

Balance Due Traveler \$ -

Reimburse City for fuel cost \$ -

Net Due Traveler \$ -

Finance Director: Krystal Strickland

Account #: 151110.54

City Manager: Lance Johnson

Date: 7/26/2021

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director

FROM: Michael Burgess, Public Services Director

DATE: 07/28/2021

SUBJECT: Milling & Resurfacing of the Community Center and Sheriff's Substation Parking Lots

I. BACKGROUND: The parking lot of the Community Center is in need of drainage improvements and resurfacing. The existing layout creates stands of ponded water after rain events. These low areas that hold water have contributed to decline of the pavement in these areas.

II. DISCUSSION: The City has received a quote from H&T Contractors, LLC to perform this work (ATT1). H&T provides both Asphaltic Concrete and Stormwater Maintenance services to the City. The City's asphalt contract with H&T is provided as ATT2 (pricing starts on pg7). This work will be scheduled to occur after Labor Day. Striping of the parking area will be performed by City staff. The parking area serves not only the Community Center and Sheriff's substation, but portions also serve as one of the City's Paid Parking Lots.

A. Link to Strategic Goals / Objectives: Council Objectives, 1.10 - Improve parking (i.e., garage, surface, etc.)

B. Effect on Budget (EOB): The quote of the milling and resurfacing of the Community Center Parking lot is included as ATT1.

FY2021 BUDGET	
30058585-565000-RR057 GF RR\$-CONSTRUCT-PARKS AND REC	\$ 1,003,800
FY21 Adopted Budget	<u>1,003,800</u>
Internal Transfer	<u>-</u>
Previous Expenses/Encumbrances	<u>(433,984)</u>
Available Program Budget	<u>569,816</u>
This Agreement +(-)	<u>(60,622)</u>
FY21 Remaining Program Budget	<u><u>\$ 509,194</u></u>

C. Level of Service (LOS): The proposed milling and resurfacing of the Community Center Parking lot will improve drainage and provide staff with the opportunity to provide for an improved parking layout.

III. CONCLUSION: The milling and resurfacing of the Community Center and Sheriff's substation parking lots are identified on the City's FY21 Renewal and Replacement Capital Project list. This project will not only improve aesthetics but will resolve a long standing drainage issue.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a Task Order for the milling and resurfacing of the Community Center Parking and Sheriff's substation lots for \$60,622.10 with H&T Contractors Inc.

Attachments:

1. ATT1: Community Center_Sheriffs Parking quote
2. ATT2: H&T Contractors, LLC 2019-2020 Misc Asphaltic Services Contract and Extension
3. ATT3: H&T Contractors, LLC 2020-2021 Misc Asphaltic Services Extension
4. ATT4: Destin Community Center aerial

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 10/13/2020**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Community Center / Sheriff's Sub.

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$9.50	0.00	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	4714.00	\$ 40,069.00
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$3.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	600.00	\$ 2,400.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$7.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.50	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.00	0.00	\$ -
11	Prime Coat	SY	\$0.75	0.00	\$ -
12	Tack Coat	SY	\$0.75	4714.00	\$ 3,535.50
13	Asphalt Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
14	Concrete Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
15	Silt Fence	LF	\$2.00	0.00	\$ -
16	Straw Waddle	LF	\$3.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$400.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$150.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$7.50	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$6.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$6.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$12.00	0.00	\$ -
23	Clear & Grub	SY	\$0.22	0.00	\$ -
24	Debris Hauling	CY	\$12.00	0.00	\$ -
25	Tree trimming	HR	\$150.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$125.00	0.00	\$ -
28	Mobilization	LUMP	\$2,500.00	1.00	\$ 2,500.00
29	12" inch RCP provided, delivered, and installed	LF	\$28.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$29.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$34.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$42.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$55.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$65.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$90.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$120.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$20.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$22.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$25.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$30.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$38.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$47.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$85.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$95.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$600.00	0.00	\$ -
46	Mitered end section - medium 12 inches to 15 inches	EACH	\$800.00	0.00	\$ -
47	Mitered end section - large 18 inches to 24 inches	EACH	\$4,000.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$48.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$48.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$800.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$600.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$8.00	0.00	\$ -
54	Well Points	DAY	\$3,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$8.00	0.00	\$ -
57	Swale Installation (grading)	CY	\$10.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$400.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$15.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$48.00	0.00	\$ -
64	Concrete Sidewalk - 4 inches thick installed	SY	\$43.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$15.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$25.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$17.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$40.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,500.00	2.00	\$ 3,000.00
72	Bermuda Sod installed	SY	\$5.40	0.00	\$ -
73	St Augustine Sod installed	SY	\$6.75	0.00	\$ -
74	Centipede Sod installed	SY	\$3.30	0.00	\$ -
75	Irrigation Repair	HR	\$75.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$4,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
				Total	\$ 51,504.50

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmnt Contractor Provided	SY	\$ 1.20	-	
81	Asph Reinforcing Fibers for 1.5" Thick Pvmnt Contractor Provided	SY	\$ 0.90	4,714	\$ 4,242.60
83	Asph Reinforcing Fibers for 1" Thick Pvmnt Contractor Provided	SY	\$ 0.55	-	\$ -
				Total	
Contingent Items from Price Sheet		LS	Total	\$ 4,875.00	
				Grand Total	\$ 60,622.10

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contingent Item Pricing Sheet

Date: 10/13/2020
Completion Date:
Calendar Days:

Description of Work: Community Center

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Remove & Replace Parking Bumpers		\$47.00	25.00	\$ 1,175.00
902	Remove & Replace Parking Signs		\$34.00	50.00	\$ 1,700.00
903	Remove & Replace Speed Bumps		\$500.00	2.00	\$ 1,000.00
904	Raise Sewer Clean Outs		\$500.00	2.00	\$ 1,000.00
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
Total					\$ 4,875.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for Items on this list are specific to this work order.

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H & T Contractor's, LLC. The purpose of this agreement is to extend for one year a contract for services dated December 20, 2017 between the City of Destin and H & T Contractor's, LLC to provide miscellaneous asphaltic services for the City.

The following provision amends the contract of the parties and is binding upon them:

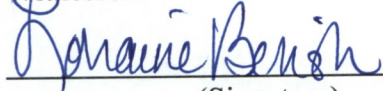
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS IT PERTAINS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 20, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 2nd 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.

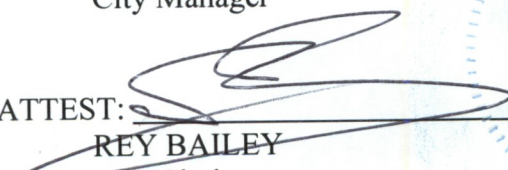
Witnesses:

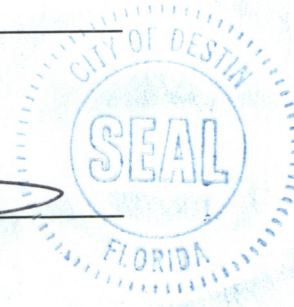

(Signature)


(Signature)

CITY OF DESTIN

By: 
Lance Johnson
City Manager

ATTEST: 
REY BAILEY
City Clerk



Witnesses:

D. Jorhand
(Signature)

H & T Contractor's, LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 18-01-PS
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT



City of Destin, Florida
August 2017

Carisse LeJuene
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.
Address: 376 Ben King Road
City & State: Freeport, Florida Zip Code: 32439
Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com
Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section - medium 12 inches to 15 inches	EACH	
47	Mitered end section - large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

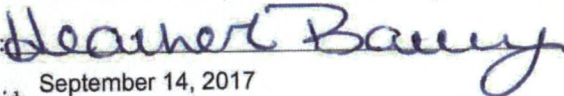
To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

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: Heather Bailey, Managing Member
 Signature:  (Print or Type)
 Date of Bid: September 14, 2017

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

Item No.	Description	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

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

Conceptual Quantities for Typical Asphalt Paving Project

DEMOLITION	QTY	UNIT
Clear & Grub	2,700	SY
Tree Trimming	20	Per Hr
Removal of Asphalt up to 4" thick	4,000	SY
Removal of Sand Clay Base 6" thick	4,000	SY
Asphalt Cut with Abrasive Blade	200	LF
Removal of Concrete Ribbon Curb	300	SY

PAVING	QTY	UNIT
2" Type SP-12.5 Asphalt Concrete Superpave (Coarse)	2300	SY
1 1/2" Type SP-12.5 Asphalt Concrete Superpave (Fine)	1000	SY
1" Type SP-9.5 Asphalt Concrete Overlay (Fine)	700	SY
Milling of Existing Asphalt (average 1" depth)	1,000	SY
Milling of Existing Asphalt (average 1" depth)	1,750	SY
Prime Coat	4,070	SY
Tack Coat	2,750	SY
6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	2,700	SY
8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	1,300	SY
Stabilized Subbase 12"	500	SY

TRAFFIC MAINTENANCE	QTY	UNIT
Traffic Control (MOT) cost	30	Day

CONCRETE	QTY	UNIT
Concrete Sidewalk 4" thick, installed	1,500	SY
Concrete Ribbon Curb, 12" wide X 8" deep	2,450	LF
Type C Inlet	2	EA

SOD & EROSION CONTROL	QTY	UNIT
Soding	700	SY
Fill Dirt provided, delivered, spread and compacted on grade	120	CY
Hay Bales	20	EA
Swale Installaion (grading)	75	CY
Silt Fence	2200	LF

MISCELLANEOUS	QTY	UNIT
Irrigation heads	50	EA
Manhole Adjustment	6	EA
Valve Box Adjustment	10	EA
Irrigation Piping	1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE 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 to the City of Destin, FL.

2. This sworn statement is submitted by H&T Contractors, LLC whose
business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Heather Bailey and my relationship to the entity named
above is Managing Member

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. 18-01-PS, Miscellaneous Asphaltic Concrete 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.)

Heather Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of September, 2017, and is personally known to me, or has provided _____ as identification.

Janice Wilson
Notary Public

My Commission expires:



Janice Wilson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064385
Expires 4/29/2021

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE 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: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

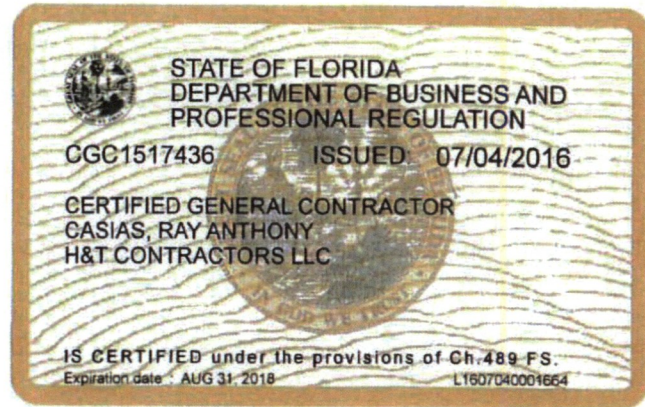
(850) 487-1395

**CASIAS, RAY ANTHONY
H&T CONTRACTORS LLC
15199 HWY 331 BUSINESS
PO BOX 9
FREEPORT FL 32439**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

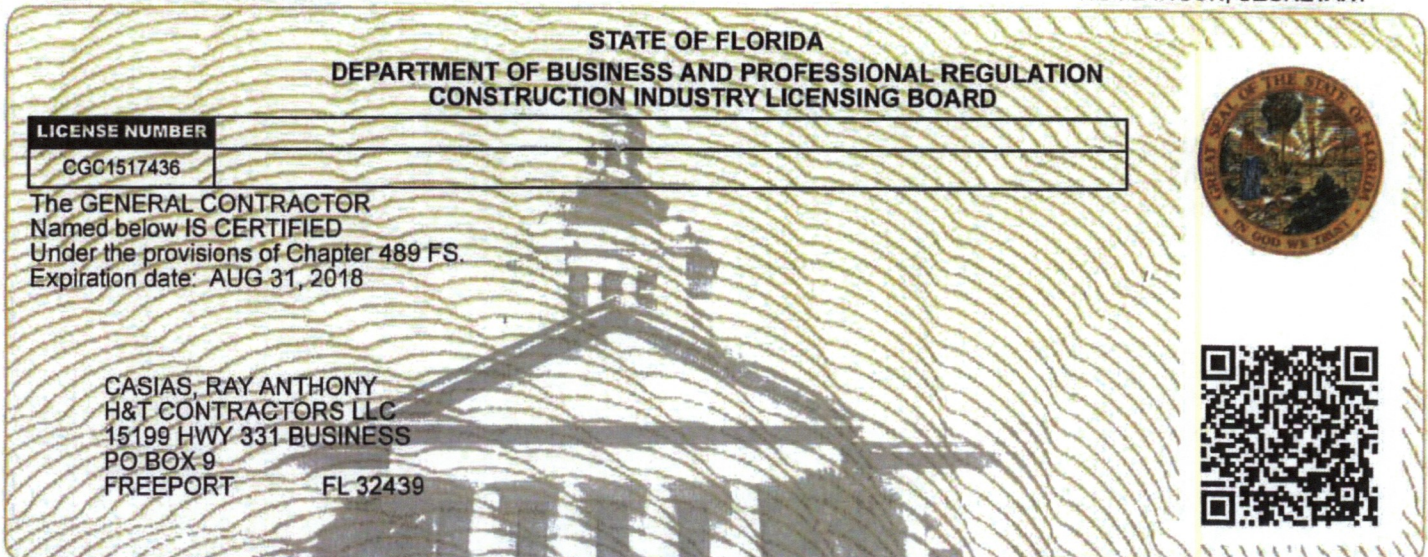
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT FL 32439

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 6/30/2018. However, the new application is due 4/30/2018.

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://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.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, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, 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:cj

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 5, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. 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. The current bid documents shall be revised **from**: "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To**: The City intends to enter into contract with one service provider.
2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.
3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of \$500.00 per day.

The bid opening date is Thursday, September 14, 2017, 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:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

SEPTEMBER 7, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. 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:

Contractor Question:

- With there being no quantity given, Will you explain what the basis of award will be and how the city intends to calculate the award?

Response:

- The scoring for this award will be done utilizing the Conceptual Quantities for Typical Asphalt Paving Project as listed in the bid packet. The submitted unit pricing will be applied to these quantities allowing for weighted totals. Any items that are not listed in the Conceptual Quantities for Typical Asphalt Paving Project will be tallied as one unit and then summed into the final total. The grand total will be utilized to identify the lowest bidder which if deemed responsive will then be submitted to the City of Destin Bid Committee for concurrence.
- Please utilize the checklist within the bid packet to verify that all necessary documents are being provided for bid submission.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV

Print Name



Signature

9/07/2017

Date

ADDENDUM #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 11, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. 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:

Contractor Question:

- The Checklist on page 4 of the bid documents lists under number 14 for a bid bond or cashier's check, is a bid bond required for this contract?

Response:

- No bid bond or cahiers check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #3

A copy of this Addendum #3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV
Print Name


Signature

9/11/2017
Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) H&T Contractors, L.L.C.	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership ☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ P ☐ Other (see instructions) ▶	
☐ Exempt payee	
Address (number, street, and apt. or suite no.) 376 Ben King Road, P.O. Box 9	Requester's name and address (optional)
City, state, and ZIP code Freeport, Florida 32439	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
26	2414585

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).

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 on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

H&T Contractors, LLC
Current Work to Complete

<u>JOB</u>	<u>Amount to Complete</u>	<u>General Contractor/ Owner</u>
South Walton Utility	\$ 1,520,892.00	South Walton Utility Co., Inc.
The ARC of Emerald Coast	\$ 244,545.00	Lord & Son Construction. Inc.
Beginnings Preschool	\$ 50,539.00	Beauchamps Commercial, LLC
Building T	\$ 191,665.00	Crossland Construction, Inc.
Crestview Crossing	\$ 623,835.00	Design/Build Systems, Inc.
Dixie Electric Car	\$ 141,745.00	Design/Build Systems, Inc.
Fire House No. 1	\$ 107,028.00	Lord & Son Construction. Inc.
FWB Medical Center	\$ 392,233.00	J.E. Dunn Construction Company
Golf Course Drive	\$ 165,889.00	City of Ft. Walton Beach, FL
HVAC Pipe Replacement	\$ 13,924.00	Bayou Mechanical, Inc.
McKinnon Bridge	\$ 153,145.00	Walton County, FL
New Bama Steel	\$ 82,061.00	Design/Build Systems, Inc.
Magnolia Renalus Medical	\$ 2,725.00	Hanto & Clarke
Reserve at Washington Point	\$ 2,307,589.00	Moss & Associates, LLC
Rosemary Beach	\$ 104,982.00	Lord & Son Construction. Inc.
Tiger Point	\$ 2,956,520.00	Benning Construction Company
	<u>\$ 9,059,317.00</u>	

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

BUSINESS H AND T CONTRACTORS LLC
NAME RAY ANTHONY CASIAS QUALIFIER

TYPE OF Regulated
BUSINESS

BUSINESS 376 BEN KING RD
ADDRESS FREEPORT, FL 32439

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

H AND T CONTRACTORS LLC
PO BOX 9
FREEPORT, FL 32439

Paid 0-17004456

35.00

07/10/2017

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY
Tax Collector
View Your Account Online



RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

X 

SIGN AND DISPLAY AS REQUIRED

I SWEAR 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

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 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 Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502		CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 E-MAIL ADDRESS: service@dcinsllc.com FAX (A/C, No): 850-308-7716	
INSURED H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: Great American Insurance Company INSURER C: AGCS Marine Insurance Company INSURER D: INSURER E: INSURER F:	
H&TCONT-01		NAIC # 20095 16691 22837	

COVERAGES

CERTIFICATE NUMBER: 764942720

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:	Y		CLP3651026	3/10/2017	3/10/2018	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 \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☐ CLAIMS-MADE			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ 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
C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin, Florida 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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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for the Asphalt Services with H&T Contractors

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform asphalt services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 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.

- A. Link to Strategic Goals / Objectives:** Organizational Excellence, III. A. 2.
- B. Effect on Budget (EOB):** \$400,000 in estimated work was approved in the FY20 budget for concrete services.
- C. Level of Service (LOS):** No change.

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous asphalt services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous asphalt services be extended for one year from November 1, 2019 to September 30, 2020 for H & T Contractors, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

ITEM # 2019-1644

1. H _ T Contractors, LLC 2017-2018
Misc Concrete Services
2. 09-14-2017 Original Bid Document
for Asphaltic Services
3. asphalt contract ext

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 21, 2019
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to approve the agenda passed 6-0. Councilmember Overdier was absent.

1. APPROVAL OF MINUTES

- A. Approval of minutes of August 5, 2019 Regular City Council Meeting

Motion to approve minutes of August 5, 2019 Regular City Council meeting passed 6-0.

2. PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ANNOUNCEMENTS

- A. Proclamation – City of Destin 35th Anniversary Celebration

The Mayor read the proclamation for the City of Destin's 35th Anniversary, and then presented it to the Public Information Manager Catherine Card.

- B. 2020 Census in Destin – Ms. Nisha Barron – Census Bureau

Councilmember Destin asked that this item be placed on the next meeting's agenda for potentially putting together a volunteer committee in support of the 2020 Census.

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

4. CITY MANAGER REPORTS

A. Request approval of contract extension for Concrete Services with SH Hayes Enterprises

Motion to approve the contract extension for miscellaneous concrete services with S.H. Hayes Enterprises, LLC for one year, with the following amendments, passed 6-0:

- 4" thick 4000 psi with fiber sidewalk - \$5.75/sf – or –
- 6" thick 4000 psi with fiber sidewalk - \$8.75/sf
- ADA brick pavers at crosswalks - \$36.00/sf

B. Request approval of contract extension for Road Striping Services with Emerald Coast Striping d/b/a Coastline Striping

Motion to approve the contract extension for miscellaneous road striping services with Emerald Coast Striping d/b/a Coastline Striping, Inc. for one year passed 6-0.

C. Request approval of contract extension for Security and Fire Safety with Advanced Protective Technologies

Motion to approve the contract extension for miscellaneous alarm/fire safety services with Advanced Protective Technologies for one year passed 6-0

D. Announcements

The City Manager, Land Use Attorney and Councilmember Braden participated in a conference call with US Treasury and an Okaloosa County representative regarding Capt. Royal Melvin Heritage Park and Clement Taylor Park to get the answer to the following questions: *“Can the city perform the work prior to the US Treasury awarding the grant?”* The City received the following responses:

- The City can proceed with the work. If the City incurs cost before the grant is issued officially by the US Treasury, the cost will be on the City
- If the City performs work before the grant is issued, the risk will be on the City to perform the work

“Can the City start the procurement process without putting the grant award in jeopardy” (LUA)

- US Treasury responded “yes”
- The risk to the City is if they get any unanticipated condition put on the grant award, once the RFP is out, it could potentially affect the awarding of the grant. The City could also put some language in the RFP making everything contingent on the award. The US Treasury offered to review the RFP contingency language and provide input to the City
- This is a two-part process: The awarding of the grant and obtaining permission to construct. The US Treasury is sending a checklist to City staff on how to proceed with these processes simultaneously
- The City needs to respond to the County’s question on whether the park is ADA compliant; after which, the County will give information back to the US Treasury so they could provide a much more definite and less contingent timeline for the park in general.

Councilmember Braden asked that the Land Use Attorney be copied on anything related to the park going forward.

Motion to instruct the Land Use Attorney to work with City staff in drafting the RFP contingency language and transmitting it to the US Treasury; and in filling out the checklist from the US Treasury and communicating simultaneously with the County, and then bringing the RFP back to the Council for review and approval passed 6-0.

Announcements:

- **Short-Term Rental Task Force meeting on Tuesday, October 22nd, at 4:00 PM**
- **Pre-visioning session meeting with Mr. Buzz Eddy on Wednesday, October 23rd**
- **City's Open House on Thursday, October 24th, 11:00 AM to 1:00 PM, at the Destin Community Center**
- **Annual Pin Fish Children's Tournament, Saturday, November 2nd, on the docks behind AJ's**
- **Visioning Session on Thursday, November 7th, at the Destin Community Center**

5. PUBLIC HEARINGS

A. Amendments to Destiny Planned Unit Development (PUD) Orders

Motion to approve the requested Destiny Planned Unit Development Minor Deviation to a Major Development Order passed 6-0.

B. Second reading of Ordinance 19-16-LC - Establishment of a "Change of Use" process which regulates changes of previously approved land uses.

Motion to approve Ordinance 19-16-LC on second reading passed 6-0.

C. Second reading of Ordinance 19-19-LC - Process of development application review.

Motion to approve Ordinance 19-19-LC on second reading passed 6-0.

D. Second reading of Ordinance 19-23-LC - Amending the Land Development Code, Section 7.12.01(A)2 Zoning Maps to include a change in the zoning designations of parcels from Medium Density Residential Village (MDR-V) to Residential, Office and Institutional Village Residential (ROI-VR)

**Motion to approve Ordinance 19-23-LC
on second reading passed 6-0.**

E. Second reading of Ordinance 19-24-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Residential, Office, Institutional General Development (ROI-GD) to Residential, Office Institutional Village Residential (ROI-VR)

**Motion to approve Ordinance 19-24-LC
on second reading passed 6-0.**

F. Second reading of Ordinance 19-25-LC - Amending Article 7 of the Land Development Code to establish conditional uses in the Commercial General (CG) zoning district.

**Motion to approve Ordinance 19-25-LC
on second reading passed 6-0.**

G. Second reading of Ordinance 19-26-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from Institutional (INST) and Commercial General (CG) to entirely Institutional (INST).

**Motion to approve Ordinance 19-26-LC
on second reading passed 6-0.**

H. Second reading of Ordinance 19-27-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Commercial General (CG) to Town Center Mixed Use (TCMU), to match the future land use designation assigned in the Comprehensive Plan.

**Motion to approve Ordinance 19-27-LC
on second reading passed 6-0.**

- I. Second reading of Ordinance 19-28-LC Consolidation of the Residential, Office, Institutional General Development (ROIGD) and Residential, Office, Institutional Village Residential (ROI-VR) zoning districts.

Motion to approve Ordinance 19-28-LC on second reading passed 6-0.

- J. Second reading of Ordinance 19-29-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from multiple zoning districts (Recreation, Institutional, and Residential, Office, Institutional General Development) to Institutional (INST).

Motion to approve Ordinance 19-29-LC on second reading passed 6-0.

- K. Second reading of Ordinance 19-30-CN - Livery Vessel Permitting Moratorium Extension

Motion to approve Ordinance 19-30-CN on second reading passed 5-1; with Councilmember Morgan dissenting.

The Mayor requested that schedule to accomplish the Evaluation and Appraisal Report of the Comprehensive Plan be provided to the Council.

6. CONSENT AGENDA

- A. Development Review System Software - Update
- B. Main Street Betterment Alliance, Inc. Veteran's Day Run/Walk
- C. Request approval of contract extension for the Asphalt Services with H&T Contractors
- D. Request approval of contract extension for Fencing Services with SH Hayes Enterprises
- E. Request approval of contract extension for Stormwater Maintenance with Florida Septic & Sewer
- F. Request approval of contract extension for median maintenance with Gulf Coast Environmental Contractors, Inc.
- G. Request approval for contract extension for HVAC and other mechanical services

Motion to approve Consent Agenda items 6A thru 6G, as printed above, passed 6-0.

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

A. Councilmember Braden

Find out why the well in front of Goodwill Store and another in front of CVS Pharmacy are inoperable (Braden)

Check on the accuracy of the report that the pump that feeds the majority of the landscaping on Mountain Drive is down (Parker)

1) Crystal Beach Right-of-Way Encroachments

The CD Director, through collaborative efforts with the Land Use Attorney and Public Services Department, will bring back some recommendations for a community-wide solution.

B. Councilmember Ramswell

Asked staff to determine if the area located at the intersection of Matthew Blvd and Old Hwy 98 is still a dedicated public ROW.

Encourage the County to mow and landscape the right-of-way along Commons Drive.

The City needs to trim the bush or tree located on the side street near Goodwill Store. It is a safety hazard for motorists wanting to make a right-hand turn from that street on to US Hwy 98.

C. Councilmember Menchel

Invite an FAA representative to a Council meeting to discuss drones.

Still waiting for a streetlight inventory from Gulf Power.

Provide an update on status of Airport Road project at every Council meeting.

Issue regarding body cams for Code Compliance Officers is a work in progress. It will be discussed at the Visioning Session.

- D. Councilmember Overdier
- E. Councilmember Marler

It was the consensus of the Council for staff to evaluate the zoning district to see if it is appropriate (information gathering) to allow accessory dwelling units in Low Density Residential district.

- F. Councilmember Destin

- 1) FDEP/Norriego Point Land Use Conference

Motion to direct staff to draft a resolution in line with a compromise of keeping 3 of the embankments closed for public swimming only and leaving the bottom embankment open but reserving the City's right to close it in the event of commercial activity public safety hazard passed 5-1; with Councilmember Ramswell dissenting.

- 2) City Manager Vacation Terms

Motion to direct the City Attorney to negotiate some sort of a buyout with the City Manager for his unused leave time and bring the negotiated amount in the form of a budget amendment for Council's consideration at the next meeting passed 6-0.

- G. Councilmember Morgan

Place on the next meeting agenda a budget amendment to spend \$30,000 on a batting cage for the Little League Park, in lieu of the \$40,000 for a Pickle Ball Court.

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

8. PUBLIC COMMENTS

ADJOURNMENT: 7:55 PM

Agenda Item Name:
[Edit/Versions\(1\)](#)

Request approval of contract extension for the Asphalt Services with H&T Contractors

Short Name:

Request approval of contract extension for the Asp

Item ID:

2019-1644

Item Status:

New



Outline No.:

6.C.

Item Finalized:

In Progress



Cutoff Date:

10/17/2019 12:00 PM

Agenda Name:

October 21, 2019 Regular City Council Meeting

Event Date/Time:

10/21/2019 6:00 PM

Created: 10/8/2019 11:13:57 AM

Details

Other Details

Attachments (3)

Comments

Approvals (5)

Tasks

Agenda Item Report (1)

EDIT ORDER

+ ADD APPROVALS

Delete	Routing Status	Assigned To	Arrived On	Approved By	Approved On	Days Assigned
	Created/Initiated	Rey Bailey	10/16/2019 3:49:23 PM			
	Approved	Bragg Farmer	10/16/2019 3:49:26 PM	Bragg Farmer	10/16/2019 3:54:27 PM	0
	Approved	Kyle Bauman	10/16/2019 3:54:29 PM	Kyle Bauman	10/16/2019 4:12:36 PM	0
	Approved	Lance Johnson	10/16/2019 4:12:38 PM	Lance Johnson	10/16/2019 4:53:14 PM	0
	New	Rey Bailey	10/16/2019 4:53:16 PM			90



INTEROFFICE ROUTING SHEET

From: Erica Eliason	Department Public Services	Initials ee	Date 01/15/2020
Subject: H&T Contractors Continuing Services Contract: Miscellaneous Asphalt Services		Date Needed: ☐ URGENT asap	
To: (Name, Department) Michael Burgess, PS Director 1.	Initials	Date	☒ Approval
			☒ Signature Required
Lance Johnson, CM 2.			Action Required
			Comment/Recommendation
			Read and File
3.			Other _____
Remarks (Explanations, further instruction, questions, etc.) We have attached the H&T Contractors Continuing Services Contract: Miscellaneous Asphalt Services. Contract approved by the city attorney.			
Response From:			Approved
			See Me
			Action Needed
			Comment/Recommendation
			Investigate
			Prepare Response
			Read and File
			Other _____

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete 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 ASPHALTIC CONCRETE 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 concrete 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 October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

The Contractor agrees to provide asphaltic concrete 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.

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:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

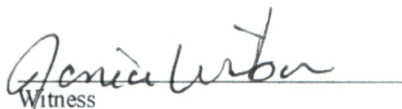
SEAL

H&T Contractors, LLC
CONTRACTOR:

By: 
(Signature)


Witness

Heather Bailey
(Printed Name)


Witness

Its: managing Member
(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

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 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 Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502		CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 E-MAIL ADDRESS: service@dcinsllc.com FAX (A/C, No): 850-308-7716															
INSURED H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: BITCO General Insurance Corporation</td><td>20095</td></tr><tr><td>INSURER B: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C: AGCS Marine Insurance Company</td><td>22837</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	NAIC #	INSURER A: BITCO General Insurance Corporation	20095	INSURER B: Great American Insurance Company	16691	INSURER C: AGCS Marine Insurance Company	22837	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 764942720

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:	Y		CLP3651026	3/10/2017	3/10/2018	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MX193076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin, Florida 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 H&T Contractors, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated December 7, 2017 between the City of Destin and H&T Contractors, LLC to provide miscellaneous asphaltic services for the City.

This is the 3rd of 4 possible contract 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 7, 2017 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:

Erica Elison
(Signature)

[Signature]
(Signature)

CITY OF DESTIN

By: [Signature]
Lance A. Johnson
City Manager

ATTEST: [Signature]
Rey Bailey
City Clerk



Witnesses:

D. Forehand
(Signature)

[Signature]
(Signature)

H&T Contractors, LLC

By: [Signature]
(Signature)

Heather Bailey, MGRM
(Name & Title)

ATTEST:

[Signature]
(Signature)

Misty Shaw, Contracts Administrator
(Name & Title)

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00



Destin Community Center



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 2, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 07/27/2021

SUBJECT: Stormwater System Repairs on Airport Road (2) and Legion Drive (1). Repair of asphalt, curb/gutter and sidewalk on Legion Drive

I. BACKGROUND: Three depressions have developed along Airport Road/Legion Dr due to issues with either a storm sewer pipe or a combination of stormwater pipe issues and/or compaction. These locations are found at: Airport Rd eastbound at Quail Run Apts., Airport Rd eastbound close to the Fire Station, and Legion Drive at Spring Lane. In addition, roots have started to uplift the asphalt and curbing along Legion across from Spring Lane.

II. DISCUSSION: The City will be using H&T Contractors Inc., who serve are both our asphaltic services provider as well as our Stormwater Maintenance provider. Quotes for each of these projects are provided as ATTs 1-3. The current contract with H&T is included as ATT4 (pricing starts on pg7).

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

B. Effect on Budget (EOB): Funds were budgeted in RR053 Renewal and Replacement of Physical Environment related items, which includes the City's Stormwater system. This project is primarily to replace certain sections of stormwater pipe to stop damage to certain roadways and sidewalks.

	FY2021 BUDGET
30058585-565000-RR053	
GF RR\$-CONSTRUCT-PHYS ENVIR	\$ 300,000
FY21 Adopted Budget	300,000
Internal Transfer	-
Previous Expenses/Encumbrances	(30,700)
Available Program Budget	269,300
This Agreement +(-)	(55,105)
FY21 Remaining Program Budget	\$ 214,196

C. Level of Service (LOS): By making these replacements, the City will extend the useful life of these roadways by addressing the underlying causes of these asphalt defects.

III. CONCLUSION: Three separate depressions, and one upheaval have developed along Airport Road and Legion Drive. Authorization to repair these issues will improve the rideability of these streets and will extend the useful life of the stormwater system and the roads and sidewalks.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute task orders for these three infrastructure projects with H&T Contractors, Inc. in the amount of \$55,104.50.

Attachments:

1. ATT1: Airport Road quote, two pipe repairs/settlement
2. ATT2: Legion and Spring Lane quote, pipe repair
3. ATT3: Legion Dr quote, sidewalk/asphalt repair
4. ATT4: H&T Contractors, LLC 2019-2020 Misc Asphaltic Services Extension and Contract
5. ATT5: H&T Contractors, LLC 2020-2021 Misc Asphaltic Services Extension

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 7/16/2021**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Airport Road (2 Spots)

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$9.50	200.00	\$ 1,900.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$3.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	200.00	\$ 1,900.00
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$7.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.50	200.00	\$ 700.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.00	0.00	\$ -
11	Prime Coat	SY	\$0.75	200.00	\$ 150.00
12	Tack Coat	SY	\$0.75	80.00	\$ 60.00
13	Asphalt Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
14	Concrete Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
15	Silt Fence	LF	\$2.00	0.00	\$ -
16	Straw Waddle	LF	\$3.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$400.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$150.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$7.50	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$6.00	200.00	\$ 1,200.00
21	Removal of Asphalt over 4 inches	SY	\$6.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$12.00	20.00	\$ 240.00
23	Clear & Grub	SY	\$0.22	0.00	\$ -
24	Debris Hauling	CY	\$12.00	0.00	\$ -
25	Tree trimming	HR	\$150.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$125.00	0.00	\$ -
28	Mobilization	LUMP	\$2,500.00	1.00	\$ 2,500.00
29	12" inch RCP provided, delivered, and installed	LF	\$28.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$29.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$34.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$42.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$55.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$65.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$90.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$120.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$20.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$22.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$25.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$30.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$38.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$47.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$85.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$95.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$600.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$800.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,000.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$48.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$48.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$800.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$600.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$8.00	20.00	\$ 160.00
54	Well Points	DAY	\$3,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$500.00	4.00	\$ 2,000.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$8.00	200.00	\$ 1,600.00
57	Swale Installation (grading)	CY	\$10.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$400.00	4.00	\$ 1,600.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$15.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$48.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$43.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$15.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$25.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$17.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$40.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,500.00	4.00	\$ 6,000.00
72	Bermuda Sod installed	SY	\$5.40	0.00	\$ -
73	St Augustine Sod installed	SY	\$6.75	0.00	\$ -
74	Centipede Sod installed	SY	\$3.30	0.00	\$ -
75	Irrigation Repair	HR	\$75.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$4,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -

Total

\$ 20,010.00

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	\$ 1.20	-	\$ -
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	\$ 0.90	-	\$ -
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	\$ 0.55	-	\$ -
				Total	\$ 20,010.00
Contingent Items from Price Sheet		LS	Total	\$ 7,500.00	
				Grand Total	\$ 27,510.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contingent Item Pricing Sheet

Date: 7/16/2021
Completion Date:
Calendar Days:

Description of Work: Airport Road

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Vac Truck	HR	\$30.00	250.00	\$ 7,500.00
902				0.00	\$ -
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
Total					\$ 7,500.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for items on this list are specific to this work order.

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 7/16/2021**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Legion & Spring Lane

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$9.50	150.00	\$ 1,425.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$3.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	150.00	\$ 1,425.00
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$7.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.50	150.00	\$ 525.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.00	0.00	\$ -
11	Prime Coat	SY	\$0.75	150.00	\$ 112.50
12	Tack Coat	SY	\$0.75	0.00	\$ -
13	Asphalt Cut with Abrasive Blade	LF	\$4.00	40.00	\$ 160.00
14	Concrete Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
15	Silt Fence	LF	\$2.00	0.00	\$ -
16	Straw Waddle	LF	\$3.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$400.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$150.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$7.50	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$6.00	150.00	\$ 900.00
21	Removal of Asphalt over 4 inches	SY	\$6.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$12.00	20.00	\$ 240.00
23	Clear & Grub	SY	\$0.22	0.00	\$ -
24	Debris Hauling	CY	\$12.00	0.00	\$ -
25	Tree trimming	HR	\$150.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$125.00	0.00	\$ -
28	Mobilization	LUMP	\$2,500.00	0.00	\$ -
29	12" inch RCP provided, delivered, and installed	LF	\$28.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$29.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$34.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$42.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$55.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$65.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$90.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$120.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$20.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$22.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$25.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$30.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$38.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$47.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$85.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$95.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$600.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$800.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,000.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$48.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$48.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$800.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$600.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$8.00	20.00	\$ 160.00
54	Well Points	DAY	\$3,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$500.00	2.00	\$ 1,000.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$8.00	150.00	\$ 1,200.00
57	Swale Installation (grading)	CY	\$10.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$400.00	2.00	\$ 800.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$15.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$48.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$43.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$15.00	20.00	\$ 300.00
66	Concrete Type "D" Curb fiber reinforced	LF	\$25.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$17.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$40.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,500.00	2.00	\$ 3,000.00
72	Bermuda Sod installed	SY	\$5.40	0.00	\$ -
73	St Augustine Sod installed	SY	\$6.75	0.00	\$ -
74	Centipede Sod installed	SY	\$3.30	0.00	\$ -
75	Irrigation Repair	HR	\$75.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$4,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -

Total

\$ 11,247.50

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	\$ 1.20	-	\$ -
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	\$ 0.90	-	\$ -
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	\$ 0.55	-	\$ -
			Total		\$ 11,247.50
Contingent Items from Price Sheet		LS	Total		\$ 2,500.00
			Grand Total		\$ 13,747.50

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contingent Item Pricing Sheet

Date: 7/16/2021
Completion Date:
Calendar Days:

Description of Work: Legion & Spring Lane

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Vac Truck	HR	\$10.00	250.00	\$ 2,500.00
902				0.00	\$ -
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
				Total	\$ 2,500.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for items on this list are specific to this work order.

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 6/17/2021**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Legion Drive / Remove & Replace Sidewalk From Root Damage

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$9.50	35.00	\$ 332.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$3.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	35.00	\$ 332.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$7.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.50	35.00	\$ 122.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.00	0.00	\$ -
11	Prime Coat	SY	\$0.75	0.00	\$ -
12	Tack Coat	SY	\$0.75	0.00	\$ -
13	Asphalt Cut with Abrasive Blade	LF	\$4.00	63.00	\$ 252.00
14	Concrete Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
15	Silt Fence	LF	\$2.00	0.00	\$ -
16	Straw Waddle	LF	\$3.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$400.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$150.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$7.50	45.00	\$ 337.50
20	Removal of Asphalt up to 4 inches thick	SY	\$6.00	30.00	\$ 180.00
21	Removal of Asphalt over 4 inches	SY	\$6.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$12.00	40.00	\$ 480.00
23	Clear & Grub	SY	\$0.22	0.00	\$ -
24	Debris Hauling	CY	\$12.00	0.00	\$ -
25	Tree trimming	HR	\$150.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$125.00	0.00	\$ -
28	Mobilization	LUMP	\$2,500.00	1.00	\$ 2,500.00
29	12" inch RCP provided, delivered, and installed	LF	\$28.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$29.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$34.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$42.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$55.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$65.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$90.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$120.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$20.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$22.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$25.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$30.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$38.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$47.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$85.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$95.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$600.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$800.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,000.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$48.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$48.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$800.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$600.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$8.00	40.00	\$ 320.00
54	Well Points	DAY	\$3,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$8.00	40.00	\$ 320.00
57	Swale Installation (grading)	CY	\$10.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$400.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$15.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$48.00	20.00	\$ 960.00
64	Concrete Sidewalk – 4 inches thick installed	SY	\$43.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$15.00	54.00	\$ 810.00
66	Concrete Type "D" Curb fiber reinforced	LF	\$25.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$17.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$40.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,500.00	3.00	\$ 4,500.00
72	Bermuda Sod installed	SY	\$5.40	0.00	\$ -
73	St Augustine Sod installed	SY	\$6.75	0.00	\$ -
74	Centipede Sod installed	SY	\$3.30	0.00	\$ -
75	Irrigation Repair	HR	\$75.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$4,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
			Total		\$ 11,447.00

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	\$ 1.20	-	\$ -
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	\$ 0.90	-	\$ -
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	\$ 0.55	-	\$ -
			Total		\$ 11,447.00
Contingent Items from Price Sheet		LS	Total		\$ 2,400.00
			Grand Total		\$ 13,847.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contingent Item Pricing Sheet

Date: 6/17/2021
Completion Date:
Calendar Days:

Description of Work: Legion Drive

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Testing		\$150.00	4.00	\$ 600.00
902	Truncated Dome Mat		\$1,800.00	1.00	\$ 1,800.00
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
Total					\$ 2,400.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for items on this list are specific to this work order.

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H & T Contractor's, LLC. The purpose of this agreement is to extend for one year a contract for services dated December 20, 2017 between the City of Destin and H & T Contractor's, LLC to provide miscellaneous asphaltic services for the City.

The following provision amends the contract of the parties and is binding upon them:

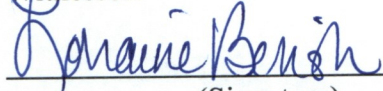
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS IT PERTAINS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 20, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 2nd 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.

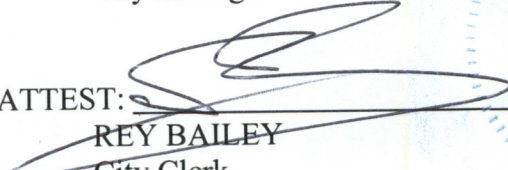
Witnesses:

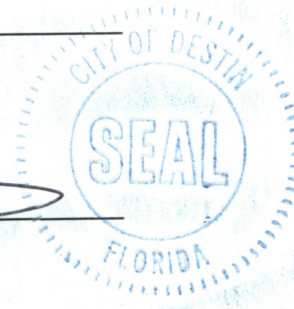

(Signature)


(Signature)

CITY OF DESTIN

By: 
Lance Johnson
City Manager

ATTEST: 
REY BAILEY
City Clerk



Witnesses:

D. Jorhand
(Signature)

H & T Contractor's, LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name & Title)

ATTEST:

(Signature)

(Signature)

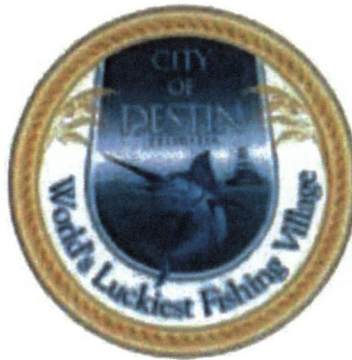
(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 18-01-PS

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT



City of Destin, Florida
August 2017

Carisse LeJuene
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.
Address: 376 Ben King Road
City & State: Freeport, Florida Zip Code: 32439
Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com
Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section - medium 12 inches to 15 inches	EACH	
47	Mitered end section - large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

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: Heather Bailey, Managing Member

(Print or Type)

Signature: Heather Bailey

Date of Bid: September 14, 2017

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

Item No.	Description	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

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

Conceptual Quantities for Typical Asphalt Paving Project

DEMOLITION	QTY	UNIT
Clear & Grub	2,700	SY
Tree Trimming	20	Per Hr
Removal of Asphalt up to 4" thick	4,000	SY
Removal of Sand Clay Base 6" thick	4,000	SY
Asphalt Cut with Abrasive Blade	200	LF
Removal of Concrete Ribbon Curb	300	SY

PAVING	QTY	UNIT
2" Type SP-12.5 Asphalt Concrete Superpave (Coarse)	2300	SY
1 1/2" Type SP-12.5 Asphalt Concrete Superpave (Fine)	1000	SY
1" Type SP-9.5 Asphalt Concrete Overlay (Fine)	700	SY
Milling of Existing Asphalt (average 1" depth)	1,000	SY
Milling of Existing Asphalt (average 1" depth)	1,750	SY
Prime Coat	4,070	SY
Tack Coat	2,750	SY
6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	2,700	SY
8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	1,300	SY
Stabilized Subbase 12"	500	SY

TRAFFIC MAINTENANCE	QTY	UNIT
Traffic Control (MOT) cost	30	Day

CONCRETE	QTY	UNIT
Concrete Sidewalk 4" thick, installed	1,500	SY
Concrete Ribbon Curb, 12" wide X 8" deep	2,450	LF
Type C Inlet	2	EA

SOD & EROSION CONTROL	QTY	UNIT
Soding	700	SY
Fill Dirt provided, delivered, spread and compacted on grade	120	CY
Hay Bales	20	EA
Swale Installaion (grading)	75	CY
Silt Fence	2200	LF

MISCELLANEOUS	QTY	UNIT
Irrigation heads	50	EA
Manhole Adjustment	6	EA
Valve Box Adjustment	10	EA
Irrigation Piping	1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE 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 to the City of Destin, FL.

2. This sworn statement is submitted by H&T Contractors, LLC whose
business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Heather Bailey and my relationship to the entity named
above is Managing Member

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. 18-01-PS, Miscellaneous Asphaltic Concrete 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.)

Heather Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of September, 2017, and is personally known to me, or has provided _____ as identification.

Janice Wilson
Notary Public

My Commission expires:



Janice Wilson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064385
Expires 4/29/2021

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE 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: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

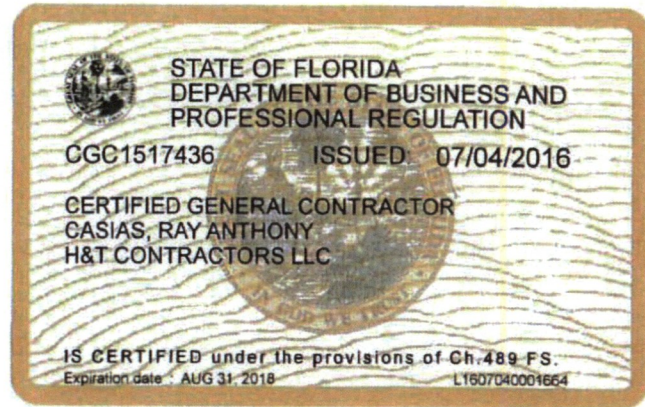
(850) 487-1395

**CASIAS, RAY ANTHONY
H&T CONTRACTORS LLC
15199 HWY 331 BUSINESS
PO BOX 9
FREEPORT FL 32439**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

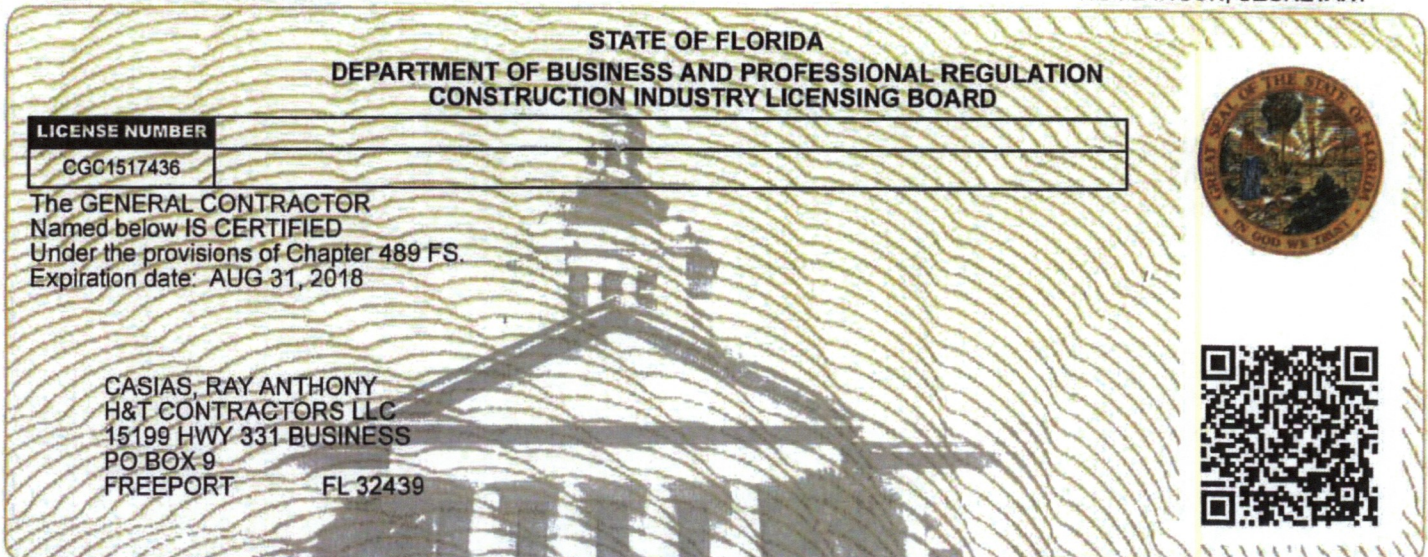
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT FL 32439

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 6/30/2018. However, the new application is due 4/30/2018.

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://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.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, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, 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:cj

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 5, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. 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. The current bid documents shall be revised **from**: "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To**: The City intends to enter into contract with one service provider.
2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.
3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of \$500.00 per day.

The bid opening date is Thursday, September 14, 2017, 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:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

SEPTEMBER 7, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. 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:

Contractor Question:

- With there being no quantity given, Will you explain what the basis of award will be and how the city intends to calculate the award?

Response:

- The scoring for this award will be done utilizing the Conceptual Quantities for Typical Asphalt Paving Project as listed in the bid packet. The submitted unit pricing will be applied to these quantities allowing for weighted totals. Any items that are not listed in the Conceptual Quantities for Typical Asphalt Paving Project will be tallied as one unit and then summed into the final total. The grand total will be utilized to identify the lowest bidder which if deemed responsive will then be submitted to the City of Destin Bid Committee for concurrence.
- Please utilize the checklist within the bid packet to verify that all necessary documents are being provided for bid submission.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV

Print Name



Signature

9/07/2017

Date

ADDENDUM #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 11, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. 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:

Contractor Question:

- The Checklist on page 4 of the bid documents lists under number 14 for a bid bond or cashier's check, is a bid bond required for this contract?

Response:

- No bid bond or cahiers check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #3

A copy of this Addendum #3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV
Print Name


Signature

9/11/2017
Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) H&T Contractors, L.L.C.	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership ☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ P ☐ Other (see instructions) ▶	
☐ Exempt payee	
Address (number, street, and apt. or suite no.) 376 Ben King Road, P.O. Box 9	Requester's name and address (optional)
City, state, and ZIP code Freeport, Florida 32439	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
26	2414585

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).

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 on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

H&T Contractors, LLC
Current Work to Complete

<u>JOB</u>	<u>Amount to Complete</u>	<u>General Contractor/ Owner</u>
South Walton Utility	\$ 1,520,892.00	South Walton Utility Co., Inc.
The ARC of Emerald Coast	\$ 244,545.00	Lord & Son Construction. Inc.
Beginnings Preschool	\$ 50,539.00	Beauchamps Commercial, LLC
Building T	\$ 191,665.00	Crossland Construction, Inc.
Crestview Crossing	\$ 623,835.00	Design/Build Systems, Inc.
Dixie Electric Car	\$ 141,745.00	Design/Build Systems, Inc.
Fire House No. 1	\$ 107,028.00	Lord & Son Construction. Inc.
FWB Medical Center	\$ 392,233.00	J.E. Dunn Construction Company
Golf Course Drive	\$ 165,889.00	City of Ft. Walton Beach, FL
HVAC Pipe Replacement	\$ 13,924.00	Bayou Mechanical, Inc.
McKinnon Bridge	\$ 153,145.00	Walton County, FL
New Bama Steel	\$ 82,061.00	Design/Build Systems, Inc.
Magnolia Renalus Medical	\$ 2,725.00	Hanto & Clarke
Reserve at Washington Point	\$ 2,307,589.00	Moss & Associates, LLC
Rosemary Beach	\$ 104,982.00	Lord & Son Construction. Inc.
Tiger Point	\$ 2,956,520.00	Benning Construction Company
	<u>\$ 9,059,317.00</u>	

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

BUSINESS H AND T CONTRACTORS LLC
NAME RAY ANTHONY CASIAS QUALIFIER

TYPE OF Regulated
BUSINESS

BUSINESS 376 BEN KING RD
ADDRESS FREEPORT, FL 32439

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

H AND T CONTRACTORS LLC
PO BOX 9
FREEPORT, FL 32439

Paid 0-17004456

35.00

07/10/2017

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY
Tax Collector
View Your Account Online



RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

X 

SIGN AND DISPLAY AS REQUIRED

I SWEAR 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

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 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 Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502		CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 E-MAIL ADDRESS: service@dcinsllc.com FAX (A/C, No): 850-308-7716	
INSURED H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: Great American Insurance Company INSURER C: AGCS Marine Insurance Company INSURER D: INSURER E: INSURER F:	
H&TCONT-01		NAIC # 20095 16691 22837	

COVERAGES

CERTIFICATE NUMBER: 764942720

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:	Y		CLP3651026	3/10/2017	3/10/2018	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 \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☐ CLAIMS-MADE			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ 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
C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin, Florida 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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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for the Asphalt Services with H&T Contractors

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform asphalt services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 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.

- A. Link to Strategic Goals / Objectives:** Organizational Excellence, III. A. 2.
- B. Effect on Budget (EOB):** \$400,000 in estimated work was approved in the FY20 budget for concrete services.
- C. Level of Service (LOS):** No change.

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous asphalt services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous asphalt services be extended for one year from November 1, 2019 to September 30, 2020 for H & T Contractors, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

ITEM # 2019-1644

1. H _ T Contractors, LLC 2017-2018
Misc Concrete Services
2. 09-14-2017 Original Bid Document
for Asphaltic Services
3. asphalt contract ext

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 21, 2019
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to approve the agenda passed 6-0. Councilmember Overdier was absent.

1. APPROVAL OF MINUTES

- A. Approval of minutes of August 5, 2019 Regular City Council Meeting

Motion to approve minutes of August 5, 2019 Regular City Council meeting passed 6-0.

2. PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ANNOUNCEMENTS

- A. Proclamation – City of Destin 35th Anniversary Celebration

The Mayor read the proclamation for the City of Destin's 35th Anniversary, and then presented it to the Public Information Manager Catherine Card.

- B. 2020 Census in Destin – Ms. Nisha Barron – Census Bureau

Councilmember Destin asked that this item be placed on the next meeting's agenda for potentially putting together a volunteer committee in support of the 2020 Census.

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

4. CITY MANAGER REPORTS

A. Request approval of contract extension for Concrete Services with SH Hayes Enterprises

Motion to approve the contract extension for miscellaneous concrete services with S.H. Hayes Enterprises, LLC for one year, with the following amendments, passed 6-0:

- 4" thick 4000 psi with fiber sidewalk - \$5.75/sf – or –
- 6" thick 4000 psi with fiber sidewalk - \$8.75/sf
- ADA brick pavers at crosswalks - \$36.00/sf

B. Request approval of contract extension for Road Striping Services with Emerald Coast Striping d/b/a Coastline Striping

Motion to approve the contract extension for miscellaneous road striping services with Emerald Coast Striping d/b/a Coastline Striping, Inc. for one year passed 6-0.

C. Request approval of contract extension for Security and Fire Safety with Advanced Protective Technologies

Motion to approve the contract extension for miscellaneous alarm/fire safety services with Advanced Protective Technologies for one year passed 6-0

D. Announcements

The City Manager, Land Use Attorney and Councilmember Braden participated in a conference call with US Treasury and an Okaloosa County representative regarding Capt. Royal Melvin Heritage Park and Clement Taylor Park to get the answer to the following questions: *“Can the city perform the work prior to the US Treasury awarding the grant?”* The City received the following responses:

- The City can proceed with the work. If the City incurs cost before the grant is issued officially by the US Treasury, the cost will be on the City
- If the City performs work before the grant is issued, the risk will be on the City to perform the work

“Can the City start the procurement process without putting the grant award in jeopardy” (LUA)

- US Treasury responded “yes”
- The risk to the City is if they get any unanticipated condition put on the grant award, once the RFP is out, it could potentially affect the awarding of the grant. The City could also put some language in the RFP making everything contingent on the award. The US Treasury offered to review the RFP contingency language and provide input to the City
- This is a two-part process: The awarding of the grant and obtaining permission to construct. The US Treasury is sending a checklist to City staff on how to proceed with these processes simultaneously
- The City needs to respond to the County’s question on whether the park is ADA compliant; after which, the County will give information back to the US Treasury so they could provide a much more definite and less contingent timeline for the park in general.

Councilmember Braden asked that the Land Use Attorney be copied on anything related to the park going forward.

Motion to instruct the Land Use Attorney to work with City staff in drafting the RFP contingency language and transmitting it to the US Treasury; and in filling out the checklist from the US Treasury and communicating simultaneously with the County, and then bringing the RFP back to the Council for review and approval passed 6-0.

Announcements:

- **Short-Term Rental Task Force meeting on Tuesday, October 22nd, at 4:00 PM**
- **Pre-visioning session meeting with Mr. Buzz Eddy on Wednesday, October 23rd**
- **City's Open House on Thursday, October 24th, 11:00 AM to 1:00 PM, at the Destin Community Center**
- **Annual Pin Fish Children's Tournament, Saturday, November 2nd, on the docks behind AJ's**
- **Visioning Session on Thursday, November 7th, at the Destin Community Center**

5. PUBLIC HEARINGS

A. Amendments to Destiny Planned Unit Development (PUD) Orders

Motion to approve the requested Destiny Planned Unit Development Minor Deviation to a Major Development Order passed 6-0.

B. Second reading of Ordinance 19-16-LC - Establishment of a "Change of Use" process which regulates changes of previously approved land uses.

Motion to approve Ordinance 19-16-LC on second reading passed 6-0.

C. Second reading of Ordinance 19-19-LC - Process of development application review.

Motion to approve Ordinance 19-19-LC on second reading passed 6-0.

D. Second reading of Ordinance 19-23-LC - Amending the Land Development Code, Section 7.12.01(A)2 Zoning Maps to include a change in the zoning designations of parcels from Medium Density Residential Village (MDR-V) to Residential, Office and Institutional Village Residential (ROI-VR)

**Motion to approve Ordinance 19-23-LC
on second reading passed 6-0.**

E. Second reading of Ordinance 19-24-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Residential, Office, Institutional General Development (ROI-GD) to Residential, Office Institutional Village Residential (ROI-VR)

**Motion to approve Ordinance 19-24-LC
on second reading passed 6-0.**

F. Second reading of Ordinance 19-25-LC - Amending Article 7 of the Land Development Code to establish conditional uses in the Commercial General (CG) zoning district.

**Motion to approve Ordinance 19-25-LC
on second reading passed 6-0.**

G. Second reading of Ordinance 19-26-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from Institutional (INST) and Commercial General (CG) to entirely Institutional (INST).

**Motion to approve Ordinance 19-26-LC
on second reading passed 6-0.**

H. Second reading of Ordinance 19-27-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Commercial General (CG) to Town Center Mixed Use (TCMU), to match the future land use designation assigned in the Comprehensive Plan.

**Motion to approve Ordinance 19-27-LC
on second reading passed 6-0.**

- I. Second reading of Ordinance 19-28-LC Consolidation of the Residential, Office, Institutional General Development (ROIGD) and Residential, Office, Institutional Village Residential (ROI-VR) zoning districts.

Motion to approve Ordinance 19-28-LC on second reading passed 6-0.

- J. Second reading of Ordinance 19-29-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from multiple zoning districts (Recreation, Institutional, and Residential, Office, Institutional General Development) to Institutional (INST).

Motion to approve Ordinance 19-29-LC on second reading passed 6-0.

- K. Second reading of Ordinance 19-30-CN - Livery Vessel Permitting Moratorium Extension

Motion to approve Ordinance 19-30-CN on second reading passed 5-1; with Councilmember Morgan dissenting.

The Mayor requested that schedule to accomplish the Evaluation and Appraisal Report of the Comprehensive Plan be provided to the Council.

6. CONSENT AGENDA

- A. Development Review System Software - Update
- B. Main Street Betterment Alliance, Inc. Veteran's Day Run/Walk
- C. Request approval of contract extension for the Asphalt Services with H&T Contractors
- D. Request approval of contract extension for Fencing Services with SH Hayes Enterprises
- E. Request approval of contract extension for Stormwater Maintenance with Florida Septic & Sewer
- F. Request approval of contract extension for median maintenance with Gulf Coast Environmental Contractors, Inc.
- G. Request approval for contract extension for HVAC and other mechanical services

Motion to approve Consent Agenda items 6A thru 6G, as printed above, passed 6-0.

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

A. Councilmember Braden

Find out why the well in front of Goodwill Store and another in front of CVS Pharmacy are inoperable (Braden)

Check on the accuracy of the report that the pump that feeds the majority of the landscaping on Mountain Drive is down (Parker)

1) Crystal Beach Right-of-Way Encroachments

The CD Director, through collaborative efforts with the Land Use Attorney and Public Services Department, will bring back some recommendations for a community-wide solution.

B. Councilmember Ramswell

Asked staff to determine if the area located at the intersection of Matthew Blvd and Old Hwy 98 is still a dedicated public ROW.

Encourage the County to mow and landscape the right-of-way along Commons Drive.

The City needs to trim the bush or tree located on the side street near Goodwill Store. It is a safety hazard for motorists wanting to make a right-hand turn from that street on to US Hwy 98.

C. Councilmember Menchel

Invite an FAA representative to a Council meeting to discuss drones.

Still waiting for a streetlight inventory from Gulf Power.

Provide an update on status of Airport Road project at every Council meeting.

Issue regarding body cams for Code Compliance Officers is a work in progress. It will be discussed at the Visioning Session.

- D. Councilmember Overdier
- E. Councilmember Marler

It was the consensus of the Council for staff to evaluate the zoning district to see if it is appropriate (information gathering) to allow accessory dwelling units in Low Density Residential district.

- F. Councilmember Destin

- 1) FDEP/Norriego Point Land Use Conference

Motion to direct staff to draft a resolution in line with a compromise of keeping 3 of the embankments closed for public swimming only and leaving the bottom embankment open but reserving the City's right to close it in the event of commercial activity public safety hazard passed 5-1; with Councilmember Ramswell dissenting.

- 2) City Manager Vacation Terms

Motion to direct the City Attorney to negotiate some sort of a buyout with the City Manager for his unused leave time and bring the negotiated amount in the form of a budget amendment for Council's consideration at the next meeting passed 6-0.

- G. Councilmember Morgan

Place on the next meeting agenda a budget amendment to spend \$30,000 on a batting cage for the Little League Park, in lieu of the \$40,000 for a Pickle Ball Court.

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

8. PUBLIC COMMENTS

ADJOURNMENT: 7:55 PM

Agenda Item Name:
[Edit/Versions\(1\)](#)

Request approval of contract extension for the Asphalt Services with H&T Contractors

Short Name:

Request approval of contract extension for the Asp

Item ID:

2019-1644

Item Status:

New



Outline No.:

6.C.

Item Finalized:

In Progress



Cutoff Date:

10/17/2019 12:00 PM

Agenda Name:

October 21, 2019 Regular City Council Meeting

Event Date/Time:

10/21/2019 6:00 PM

Created: 10/8/2019 11:13:57 AM

Details

Other Details

Attachments (3)

Comments

Approvals (5)

Tasks

Agenda Item Report (1)

↕ EDIT ORDER

+ ADD APPROVALS

Delete	Routing Status	Assigned To	Arrived On	Approved By	Approved On	Days Assigned
	Created/Initiated	Rey Bailey	10/16/2019 3:49:23 PM			
	Approved	Bragg Farmer	10/16/2019 3:49:26 PM	Bragg Farmer	10/16/2019 3:54:27 PM	0
	Approved	Kyle Bauman	10/16/2019 3:54:29 PM	Kyle Bauman	10/16/2019 4:12:36 PM	0
	Approved	Lance Johnson	10/16/2019 4:12:38 PM	Lance Johnson	10/16/2019 4:53:14 PM	0
	New	Rey Bailey	10/16/2019 4:53:16 PM			90



INTEROFFICE ROUTING SHEET

From: Erica Eliason	Department Public Services	Initials ee	Date 01/15/2020
Subject: H&T Contractors Continuing Services Contract: Miscellaneous Asphalt Services		Date Needed: asap ☐ URGENT	
To: (Name, Department) Michael Burgess, PS Director	Initials	Date	☒ Approval
1.			☒ Signature Required
Lance Johnson, CM			Action Required
2.			Comment/Recommendation
			Read and File
3.			Other _____
Remarks (Explanations, further instruction, questions, etc.) We have attached the H&T Contractors Continuing Services Contract: Miscellaneous Asphalt Services. Contract approved by the city attorney.			
Response From:			Approved
			See Me
			Action Needed
			Comment/Recommendation
			Investigate
			Prepare Response
			Read and File
			Other _____

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete 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 ASPHALTIC CONCRETE 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 concrete 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 October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

The Contractor agrees to provide asphaltic concrete 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.

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:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

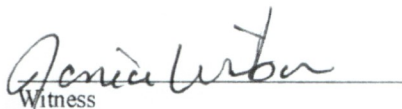
SEAL

H&T Contractors, LLC
CONTRACTOR:

By: 
(Signature)


Witness

Heather Bailey
(Printed Name)


Witness

Its: managing Member
(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

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 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 Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502		CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 FAX (A/C, No): 850-308-7716 E-MAIL ADDRESS: service@dcinsllc.com															
INSURED H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: BITCO General Insurance Corporation</td><td>20095</td></tr><tr><td>INSURER B: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C: AGCS Marine Insurance Company</td><td>22837</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	NAIC #	INSURER A: BITCO General Insurance Corporation	20095	INSURER B: Great American Insurance Company	16691	INSURER C: AGCS Marine Insurance Company	22837	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 764942720** **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:	Y		CLP3651026	3/10/2017	3/10/2018	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MX193076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin, Florida 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 H&T Contractors, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated December 7, 2017 between the City of Destin and H&T Contractors, LLC to provide miscellaneous asphaltic services for the City.

This is the 3rd of 4 possible contract 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 7, 2017 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:

Erica Elison
(Signature)

[Signature]
(Signature)

CITY OF DESTIN

By: [Signature]
Lance A. Johnson
City Manager

ATTEST: [Signature]
Rey Bailey
City Clerk



Witnesses:

D. Forehand
(Signature)

[Signature]
(Signature)

H&T Contractors, LLC

By: [Signature]
(Signature)

Heather Bailey, MGRM
(Name & Title)

ATTEST:

[Signature]
(Signature)

Misty Shaw, Contracts Administrator
(Name & Title)

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

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**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, JULY 13, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Vice Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, July 13, 2021, at 5:30 p.m. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Tom Weidenhamer
Marcie Bell
Sam Perman
John Green (in at 6:30 p.m.)

Members Absent

Richard Hickey

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
JT Deputy PW Director

4. APPROVAL OF MINUTES: *May 11, 2021*

Committee member Weidenhamer stated that he could not vote to approve the minutes since he was unable to read them prior to the meeting. With only four voting members present, the decision was made to put them on the next meeting agenda for approval. Committee member Green was not currently present.

5. NEW BUSINESS:

➤ **Okaloosa County Sheriff's Office Update – Major Howell**

Major Howell informed the committee members that Capt. Abbott will be replacing him after this next City Council Meeting. And Sheriff Alden is moving towards a Community Policing Program.

Chairman Wood spoke of one of his biggest concerns is speed enforcement. Major Howell explained he has some statistics on that and a few other areas. He explained that from January to July of this year, the Okaloosa County Sheriff's Office has conducted the following:

- 2085 Traffic Stops which resulted in:
 - 1252 have resulted in warnings
 - 315 Citations were issued
 - 97 Arrests
 - 63 DUI's

Also, Lt. Fulghum's Beach Units have issued their 60th BUI (Boating Under the Influence) and of that 59% are rental livery vessels.

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Mr. Burgess mentioned he spoke with Committee member Hickey prior to the meeting and how he expressed his concern of seeing a number of vehicles parked in handicapped spaces and do not have their placards displayed, and how he feels the enforcement needs to be stepped up in the city.

Committee member Bell asked Major Howell if they enforce parking on the street. According to Maj. Howell, anytime there is a life safety issue, they will enforce it and take action. But they do take calls on priority.

Kristoffer Mercurio, who is the new Deputy Code Enforcement Manager was introduced and he provides a brief background of his experience.

➤ Highway 98/Stahlman Avenue Traffic Analysis

The Chairman asked for an update on what was revealed for the traffic light at this intersection that had the green ball, a right turn signal arrow and the white pedestrian walking signal lit up at the same time. According to Mr. Burgess, he reached out to the County who are responsible for maintaining the traffic signals and they informed him that it is an impossible operation of the signal even though he went to the intersection the same day and experienced it himself. He said that the County went to the site and tried to replicate the same situation and could not get it to happen and assured him that it cannot happen. Adding that signal box is aging and there may have been a glitch in the system.

He also informed the members that he emailed the Intersection Study that was performed by Volkert for their review, and he will place it on the next meeting's agenda for discussion and discuss some of their recommendations to consider and possibly make recommendations to Council.

➤ Surtax Purchase

Mr. Burgess informed the members that he got the approval from Council to purchase the two trash pumps with the State Grant reimbursing the city for one. And the Finance Director will be at their next meeting to discuss the budget.

➤ LSV Update

Mr. Burgess explained the ordinance will be going back to Council for their consideration, however, no action will be taken since it was not advertised.

➤ Public Works/Emergency Management Update

- City Surplus/Older Vehicles that are being replaced will go up for auction.
- 3 new vehicles have been purchased.
- Sibert Avenue Parking Improvements
 - The skinny lot between the cemetery and the parking lot was used by the contractor for their staging during their work for the Pedestrian Improvements on Calhoun and Zerbe therefore, they have agreed to grade it at no additional cost to the city. To implement an additional lit gravel paid parking lot for next year.

DRAFT

- The paid parking lots have made more money than ever this past year and at the first meeting in August he will be asking Council for funding to gravel and he's been working with Gulf Power to have lighting installed.
- The Harbor Pump is still down. The motor has been repaired, but the pump is still in the shop.
- Road Resurfacing/Restriping - staff will be bringing them a list to prioritize in October, once the funds are available for the new budget year.
- Several pipe failures in roadways on Airport Road just past Quail Lake, Indian Bayou at Country Club and Calhoun Avenue at Clement Taylor Park that are scheduled for repair by the Continuing Services Contractor for repair.
- FDOT Airport Road Curve Improvements is scheduled for next week. Mr. Burgess provided the members with the schedule, weather permitting.
- The Zerbe/Calhoun Pedestrian Sidewalk Project is nearing completion and explained it was delayed by the relocation of a power pole.

➤ Emergency Management Update

- Mr. Burgess explained the 2021 Disaster Preparedness plan is all up-to-date on what procedures and steps should be followed in the event of a hurricane and the aftermath.
- Purchased the two trash pumps, as mentioned earlier.

Committee member Bell asked where the Emergency Staff stay during a hurricane. Mr. Burgess explained generally staff would stay at City Hall or the Annex, but they also have Destin Fire Control District on Airport Road or, if it's projected to be worse, they could go to the college campus in Niceville.

She then thanked staff for repainting the handicap space at the O'Steen beach trail. Then spoke of the pedestrian crosswalk at Gulf Shore Drive and Highway 98 has the same circumstance as what was mentioned earlier at Highway 98 and Stahlman Ave. where the pedestrians crossing sign is displayed the same time the green light is displayed. And, along Holiday Isle, the pedestrian crossings are blocked by the overgrown palms. And sometimes the pedestrians think they are being seen but are not until they pop out in front of cars.

Committee member Green mentioned that to him, the crosswalk at the new 3-way stop at Main Street and Kelly Ave at the AOC store still needs to be reevaluated. Mr. Burgess stated that he would get with the City Engineer to go out to the location and investigate.

Committee member Perman asked if there are plans for additional lighting at the corner of Zerbe and Calhoun. Pointing out how dark it is. According to Mr. Burgess, LED light pole is being relocated to that area. And mentioned that he is working closely with a representative of Gulf Power for this area well as other areas of the city will get new LED lighting. Adding the only area where there may pose to be a problem with the new LED lighting is near the airport. She also reported that there is an area on Calhoun Avenue on the east side of the roadway where there is overgrown vegetation into the sidewalk. Mr. Burgess

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asked that if she would get the exact address and report it to staff they will try to get in contact the homeowner. Adding that there is not an ordinance that regulates owners to maintain their property.

According to Chairman Wood the crosswalk at Matthew Blvd is so worn that it cannot be seen by drivers and is dangerous for pedestrians.

6. DISCUSSION:

Mr. Burgess informed the members that he will be bringing to them the Draft Road Striping Policy for review and input and to get their input on guidance for future procedures for staff to follow for all collector streets.

Chairman Wood spoke to say that as long as the residential roads don't get short shifted, while the nonresident streets get full treatment. Adding that is the complaints he gets the most, from citizens regarding this subject.

Having no further business at this time, the meeting adjourned at 6:55 p.m.

Adopted and approved this _____ day of _____ 2021.

James T. Wood, Jr., Chairman

Kim Montgomery, Deputy City Clerk

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**LOCAL PLANNING AGENCY
MEETING MINUTES
JULY 22, 2021 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, July 22, 2021, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Darryl Shelton
Karen Drexler
Corey Ledbetter

Members Absent

Jason Klosterman
Marcie Bell

Staff Members Present

Kim Montgomery City Clerk
Steve O'Connor Senior Planner
Daniel Butler Planner
Sae More
Tunazzina Alam
Don Smith
Louis Zunguze CD Director
Kim Kopp (telephone)

3. APPROVAL OF MINUTES:

June 3, 2021

Motion by Agency member Ledbetter, seconded by Agency member Shelton to approve the June 3, 2021, minutes as written. The motion passed 4-0.

4. OLD BUSINESS:

None

5. NEW BUSINESS:

A. Ordinance No. 21-14-CN relating to the abandonment of the Egret Court Right-of-Way (ROW).

Community Development Director, Mr. Louis Zunguze read the ordinance by title into the record.

ORDINANCE NO. 21-14-CN

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR
AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR
ABANDONMENT OF THE ENTIRE SEGMENT OF EGRET COURT RIGHT-**

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**OFWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

The Engineering Assistant explained the applicant is requesting a Vacation of the entire ROW, which is 200' x 50' located on the north side of Mountain Drive. The request has been reviewed and meets the Section 8.01.00. § D-1 & 2 of the Land Development Code (LDC), and staff recommends approval based on the criteria of the LDC being met with the following:

According to the LDC, Article - 8, Section 8.01.00, subsection D. 1, 2, 3, 4, and 5, the Local Planning Agency (LPA) is required to make a specific list of findings in order to approve a vacation request. The LPA, in order to make a positive recommendation to City Council must find that all five (5) conditions have been met. The findings that the LPA must make are listed below, along with staff's review.

1. The requested vacation is consistent with the Comprehensive Plan.

Staff Review: The proposed vacation does not reduce public circulation and is not integral with the future corridor alignment. The vacation does not conflict with the Comprehensive Plan and specifically, Policy 2-1.1.3: Maintain New Road Corridor Alignments. Or Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures.

2. The ROW does not provide the sole access to any property. Remaining access shall not be by easement.

Staff Review: No ingress and egress easement are required for sole access of any other property. The proposed access to the two properties shall remain a joint access to Mountain Drive in its current configuration.

3. The vacation would not jeopardize the current or future location of any utility.

Staff Review: All the utility agencies have submitted clearance letters identifying no significant impact as a result of this vacation however, several have requested easements.

4. 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.

Staff Review: Currently the proposed portion of right-of-way to be vacated, abandoned, discontinued, and closed and used for ingress and egress by the applicants and their guests. There is no closure of current or future planned roadway or pedestrian connectivity.

5. No city owned right-of-way, or any portion thereof, may be vacated if the city's right-of-way shares any boundary with a water body.

Staff Review: The proposed vacation does not share any boundaries with water bodies. The Vacation of right-of-way is consistent with and meets City requirements. It is also ITEM # 2021-3862 important note the specific circumstances at this location:

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- This property is in the North Harbor Planning Area and is zoned as Commercial Trades and Services.
- The current use is consistent with the zoning district, but the lots size is not consistent with the anticipated businesses.
- Because of the use, an automobile repair shop, the right of way is commonly being utilized by the property owners.
- If the City were to enforce the illegal use of right of way, it would be effectively putting these businesses out of business. Auto repair shops need some amount of storage while awaiting parts. This area must leave open access to the building to operate and for safety in case of an emergency.
- Because of the nature of the businesses expected at this location, the right of way commonly has activity that restricts its use. Since some residents are aware this is public right of way, they constantly complain that the right of way should be clear. Federal and state standards require agencies to dispose of excess right of way for this reason as it often leads to misuse and/or complaints related with the property.
- It is not practical for Code Compliance to constantly enforce this area as the expected outcome. And due to the zoning, the likely result is some use of the right of way that is not for roadway or access purposes.
- It is not the intent of public agencies to hold property that does not have a public purpose. This property does not have a public purpose as stated above. As a condition to the approval, the City will require the applicant to complete the following items immediately following City Council approval:

1. Zoning Map Amendment Application
2. Future Land Use Map Amendment Application
3. Re-Plat Application
4. Development Order Application for each property.

The Agent for the Applicant, Mary Grace Rahm explained to the LPA members that this ROW is inconsequential, it has no purpose and does not go anywhere.

Mr. Guy Tadlock of 502 Gulf Shore Drive stated that he understands the request but disagrees with it and doesn't feel that it's in the best interest of the public. He spoke of a similar property that goes all the way to Azalea that is of no use. And although the current property owner uses it, its still owned by the City. And he feels that these parcels could be used for parking in the Harbor District. He then spoke of similar properties of the same size on Mountain Drive selling for well over a Million dollars and feels that giving away the ROW would only benefit the property owner in an advantageous way.

Mr. Karl Trammell 3823 Indian Trail stated that he owns three parcels on Mountain Drive with two being within a 100-feet of this and spoke of how this particular property is in the white sand zone but has clay that has been covered by crushed stone. He spoke of how when it rains, the red clay comes out onto the street. And asked if the applicant would have to control the stormwater if this is approved. He then stated that he feels it's a mistake to give away any land away in the Harbor

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District and spoke of how a similar parcel of the same size just sold for over a million dollars. Especially with the City trying to obtain million dollar beachfront property.

With no one else coming forward to speak, the Chairman closed the hearing to the public and opened the discussion with the LPA members.

Agency member Shelton spoke of being on the LPA for several years and how these vacation issues have come up from time to time, and he has never voted yes. And although some did not get approved by Council, some of them did. With the one case being the Marler Parking Lot where the city would have lost much needed parking spaces. And the other being one owned by a developer that benefited from the Vacation in the sum of near \$800k. He feels the same as Mr. Tadlock and Mr. Trammell, that it would be detrimental to the public interest of the city to give away over a quarter of an acre of land within a 5-minute walk to the harbor.

Agency member Drexler agrees as well and does not feel that the city should give any land away.

Agency member Ledbetter asked the applicant what exactly the property owner's intentions are for the land.

According to Ms. Rahm, the owner's intentions is for additional parking for his business. Adding that he was asked by the Code Compliance Department to apply for a Vacation of ROW application because they were consistently seeing cars from his business parked in the ROW. Additionally, the ROW is dedicated only for ingress/egress so it could only be used for that purpose only. She spoke of how she understands that the city does not actually own it, it's just for ingress/egress and cannot ever be converted into parking. Therefore, the city cannot sell it because they do not own a fee title to it. And since it doesn't go anywhere, it not a valuable asset to the city.

Agency member Ledbetter spoke of how because of the way the buildings are situated, and the use of the ingress/egress being the only access into the two properties, there is no other use for the parcel. Ms. Rahm affirmed his statement and added that essentially when the easement is vacated, the underlying adjacent property owners will own fee title to the center of the road.

The Land Use Attorney confirmed that the property could not be used by the city for anything other than ingress/egress. And if the vacation is approved, the city is essentially saying, it is no longer needed for that public purpose of ingress/egress, and they are willing to vacate it and give up the ROW interest.

Agency member Ledbetter made the motion that the City Council recommend approval of the request to vacate, abandon, discontinue and close this portion of Egret Ct. ROW, based on findings pursuant to the five requirements identified in the Land Development Code, Section 8.01.00 § D, with Chairman Wood providing the second to the motion. A roll call vote of 2-2 was taken and the motion failed, with Chairman Wood and Agency member Ledbetter voting for the motion and Agency members Drexler and Shelton voting against the motion.

The Land Use Attorney explained to everyone that the request will go on to the City Council without a recommendation from the LPA and will be explained in the staff report.

6. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2021.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk