



## **AGENDA**

### **CITY COUNCIL MEETING - REGULAR SESSION**

**MONDAY, APRIL 20, 2026 at 6:00 PM**

**Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.**

---

#### **I. CALL TO ORDER**

A. Invocation

B. Pledge of Allegiance

#### **II. APPROVE AGENDA**

#### **III. APPROVE MINUTES**

[A.](#) April 6th, 2026 Regular Session

#### **IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW**

#### **V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

##### **NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION AND ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

A. Lesley Hatfield

#### **VI. OLD BUSINESS**

[A.](#) Highway 79 Corridor

#### **VII. NEW BUSINESS**

## **VIII. PLANNING & ENGINEERING**

[A.](#) Memorial Field Drainage Improvements Project Award

## **IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

A. Personnel Updates

B. Department Updates

C. Employee Spotlight

## **X. ADJOURN**

**Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**



## MINUTES

### CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, APRIL 06, 2026 at 9:00 AM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

---

#### I. CALL TO ORDER

Mayor Cook called the meeting to order

##### PRESENT

Mayor Larry Cook  
Council Member James Sellers  
Council Member Shelley Carroll  
Council Member Eddie Dixon  
Council Member Rick Crews

Also present

Director of Finance/HR Tracy Walker, Executive Assistant Sierra Smith, City Attorney Jon Holloway, Director of Public Works Aaron Taylor, Treatment Plant Operator Matthew Perry, Fire Captain Zachary Sellers, and Chief of Police Johnny Whitaker

##### A. Invocation

Public Works Director Aaron Taylor said the invocation

##### B. Pledge of Allegiance

Public Works Director Aaron Taylor led the pledge

#### II. APPROVE AGENDA

Motion made to approve the agenda.

Motion made by Council Member Crews, Seconded by Council Member Dixon.  
Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**III. APPROVE MINUTES**

A. March 16th, 2026 Regular Session

**IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW**

Motion made to approve accounts payable.

Motion made by Council Member Sellers, Seconded by Council Member Dixon.  
Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

**NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. **THIS IS NOT A QUESTION-AND-ANSWER SESSION.** It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

Richard Willsey asked why Project Gateway was no on the agenda. He questioned if the city clerk was required to be a resident of the city limits. He also mentioned selective prosecution and asked where the FPL power poles were going once they are removed.

**VI. OLD BUSINESS**

A. City Clerk Hire - Mayor Cook

Executive Assistant Smith explained the interview process for the city clerk position. Mayor Cook recommends Jessie Syfrett be hired at \$45,000 annually.

Motion made by Council Member Crews, Seconded by Council Member Dixon.  
Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

B. Planning & Zoning Board Member

Motion was made to appoint Ryan Martin to the Planning and Zoning Board.

Motion made by Council Member Sellers, Seconded by Council Member Dixon.  
Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**VII. NEW BUSINESS**

A. Easement Abandonment Request- 405 Rangeline Street

Motion made to deny the abandonment request.

Motion made by Council Member Crews, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

B. Easement Abandonment Request - Cotton Street

Motion made to deny the abandonment request.

Motion made by Council Member Sellers, Seconded by Council Member Crews.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

C. Variance Request for Summit Locations for 902 N Waukesha St

Motion made to deny the variance request, denial recommend by city planner.

Motion made by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Dixon

Voting Nay: Council Member Crews

D. Bonifay Police Department Surplus Request

Chief Whitaker advised the explorers are much more fuel efficient compared to the Tahoe's. He requested to surplus the Tahoe's and pursue explorer replacements.

Motion made by Council Member Crews, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

E. Bonifay Fire Rescue - Brush 1 & Tanker 1 Purchase

Captain Sellers asked to replace Tanker 1 tires according to NFPA standards. He stated he would use state bid.

Motion made by Council Member Crews, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

F. Panhandle Patriotic Celebration

Executive Assistant Smith advised that a group of organizations are planning the Panhandle Patriotic Celebration and wants to use Memorial Field and the Rec Center.

Motion made by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**VIII. PLANNING & ENGINEERING**

A. Community Development Block Grant (CDBG) Discussion

Executive Assistant Smith stated the application cycle is open and the City would be going through the process to apply.

**IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

A. Council Updates

None

B. Department Updates

Bonifay Police Department Recap

Bonifay Fire-Rescue Recap

Chief Whitaker advised he would update at the next meeting

Captain Sellers stated Bonifay Fire-Rescue has responded to 194 calls in the first quarter of the year. Pumper 1 is now in service. The turbo went out on the ladder truck and was fixed quickly. NFWMD donated a truck to use for Brush 1. The Easter Egg Drop was a huge success and so was the Down Home Street Festival.

Chief Plant Operator Matthew Perry stated that the EPA report for the plant came back perfect. This is the 3rd cycle of zero non-compliances. He also stated that the FRWA Director reached out for their marketing team to use our plant for training and social media content.

C. Employee Spotlight

Quarter 1 Nominations-

Dakota Ward - Fire

Ryan Martin - Fire

Lynn Ponds - Police

Captain Sellers presented the fire nominations. Chief Whitaker presented the police nomination.

**X. ADJOURN**

Mayor Cook adjourned the meeting at 9:40am.

**Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**

October 9, 2025

Jeff Massey  
Washington County Administrator  
1331 South Boulevard  
Chipley, Florida 32428

ATTN: Jeff Massey,

RE: Assignment of Agreement Florida Job Growth Grant G0006

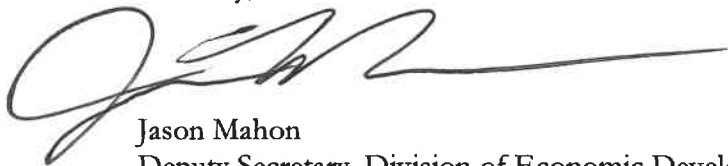
Dear Mr. Massey:

Based on the letter we received from Washington County on September 17, 2025 requesting assignment to the agreement to the City of Bonifay and with the additional letter we received from the City of Bonifay on September 8<sup>th</sup>, 2025 the Florida Department of Commerce's Division of Economic Development ("DED") hereby acknowledges Washington County's request for assignment, as required by Section 14 (a) of Florida Job Growth Grant Agreement G0006, entered into on February 15, 2018 (the "Agreement").

Washington County has assigned all of its rights and obligations under the Agreement to the City of Bonifay. This letter serves as DED's written consent to the proposed assignment. The City of Bonifay is obligated to the Section 2 (c) Return on Investment for jobs and private capital investment as manner set forth in the Agreement. We are also encouraged by the letter dated September 15, 2025, from the City of Bonifay with the development of Busy Bee purchasing land in the project area. We look forward to the City to continue to expand jobs and private capital investment in the area in the coming years.

If you have any questions or concerns, please do not hesitate to contact Steve Weiland, DED's Bureau Chief for Compliance and Accountability, by phone at (850)717-8961, or by email at [steve.weiland@commerce.fl.gov](mailto:steve.weiland@commerce.fl.gov).

Sincerely,



Jason Mahon  
Deputy Secretary, Division of Economic Development

Cc: Larry F. Cook, Mayor City of Bonifay

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
STATE-FUNDED GRANT AGREEMENT

525-010-80  
PROGRAM MANAGEMENT  
01/18

---

FPN: 441500-2-54-01 Fund: EM18 FLAIR Category: \_\_\_\_\_  
 Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Category: \_\_\_\_\_  
 Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Category: \_\_\_\_\_  
 Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

County No: 99 (Districtwide) Contract No: \_\_\_\_\_ Vendor No: F832320046001

---

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_,  
(This date to be entered by DOT only)  
 by and between the State of Florida Department of Transportation, ("Department"), and Highway 79 Corridor Authority,  
 ("Recipient"). The  
 Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - 1913, Chapter 2017-70, LOF , SR 79 Corridor, City of Bonifay Project , (CSFA 55.043)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SR 79 Corridor Authority - Phase II, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
 PROGRAM MANAGEMENT  
 01/18

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$900,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$900,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
  - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
  - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
  - e. Travel expenses are not compensable under this Agreement.
  - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department’s Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department’s receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
STATE-FUNDED GRANT AGREEMENT525-010-60  
PROGRAM MANAGEMENT  
01/18

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

### 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

### 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
 PROGRAM MANAGEMENT  
 01/18

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
 PROGRAM MANAGEMENT  
 01/18

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, FL 32399-0405  
 Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
 PROGRAM MANAGEMENT  
 01/18

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
 PROGRAM MANAGEMENT  
 01/18

- f. The Recipient shall:
- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
 PROGRAM MANAGEMENT  
 01/18

standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d.  The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: \_\_\_\_\_
- e. **Exhibit and Attachment List**  
 Exhibit A: Project Description and Responsibilities  
 Exhibit B: Schedule of Financial Assistance  
 \*Exhibit C: Engineer's Certification of Compliance  
 Exhibit D: State Financial Assistance (Florida Single Audit Act)  
 Exhibit E: Recipient Resolution  
 \*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way  
 \*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

*The remainder of this page intentionally left blank.*


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Highway 79 Corridor Authority

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By:   
Name: Tray Hawkins  
Title: Chairman

By: \_\_\_\_\_  
Name: Jared Perdue, P.E.  
Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

# Notice of Award

Dated April 20<sup>th</sup>, 2026

Project: Memorial Field Drainage Improvements Project	Owner: City of Bonifay	Owner No. HL128
Contract: Bonifay HL128		Project No.: BON24MF
Bidder: Extreme Land Restoration, LLC		
Bidder's Address: PO Box 476 Lynn Haven FL, 32444		

You are notified that your Bid dated April 10<sup>th</sup>, 2026, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Memorial Field Drainage Improvements Project.

This project primarily consists of paving, drainage and minor utility adjustments located along South Depot Street in Bonifay beginning near the southerly entrance to Memorial Field and proceeding north to the intersection with Veterans Boulevard. Proposed drainage improvements along Sout Depot Street consists of the installation of concrete drainage structures and the construction of closed stormwater conveyance system across the existing grassed parking area to McGee Street. Veterans Boulevard will be resurfaced from the intersection with South Depot Street east to SR 79. Proposed drainage improvements consist of the installation of concrete drainage structures and the construction of closed stormwater conveyance system along the southerly side of Veterans Boulevard near the Memorial Field front gates to improve public safety. The project also includes clearing/grubbing, demolition, and removal of a portion of the existing concrete ditches along Veterans Boulevard, waterline relocation, pavement markings and roadway signing.

The Contract Price of your Contract is Four Hundred Ninety-Seven Thousand, One Hundred Ninety-Four dollars and Ninety-One cents (\$497,194.91), for:

Base Bid:	\$476,019.91
Plus Additive Alternative Items:	<u>\$21,175.00</u>
Giving Bid Award Total:	\$497,194.91

- 1 copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.
- 1 set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:  
Deliver certificates of insurance naming the owner and engineer as additional insureds.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Bonifay  
Owner

By: \_\_\_\_\_  
Authorized Signature

Larry Cook, Mayor  
Name and Title

Receipt of the above Notice of Award is hereby acknowledged by the Contractor:

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

April 16, 2026

Mr. Larry Cook, Mayor  
City of Bonifay  
301 J Harvey Etheridge Street  
Bonifay, Florida 32425  
(850) 703-6821

**RE: Memorial Field Drainage Improvements Project  
BON24MF**

Dear Mr. Cook:

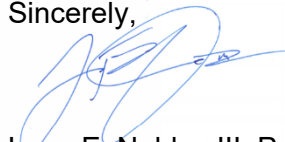
On Friday April 10<sup>th</sup>, 2026, bids were opened on the *Memorial Field Drainage Improvements* Project. Four bidders responded to the advertisement and submitted sealed bids (see attached bid tabulation summary). After reviewing the bids, it appears that *Extreme Land Restoration, LLC* is the lowest responsible bidder with the base bid amount of \$476,019.91.

The project is within the construction budget. An alternate additive item for an additional ½" of asphalt along S. Depot St and Veterans Boulevard was included in the bid and we recommend consideration of this addition. Therefore, we recommend awarding the bid to *Extreme Land Restoration, LLC* for \$497,194.91, which includes the base bid amount plus the alternate additive No. 1 for the additional ½" of asphalt on the two roadways.

Also attached is the Notice of Award for your consideration and execution.

If you have any questions or need any additional information, please let us know.

Sincerely,



Leon E. Nobles III, P.E.  
Vice President

cc: Sierra Smith

# BID OPENING SIGN IN SHEET

Section VIII, Item A.

## City of Bonifay Memorial Field Drainage Improvements Project DHM: BON24MF

Friday, April 10, 2026 at 2:00pm local time at the City of Bonifay 301 J Harvey Etheridge St Bonifay, FL 32425

Please print clearly to ensure future communication

BIDDER / COMPANY	ATTENDEE	PHONE	EMAIL ADDRESS - <span style="color: red;">Print Clearly</span>
DHM	Brent Melvin	850-718-4204	brentmelvin@melvineng.com
Anderson Culberson	Scott Thompson	850-557-3116	Scott.thompson@andersonculberson.com
American Sand & Asphalt	Christian Cower	850-381-1996	Christian@americansandap.com
GCLIC	Zach McLawhorn	850-265-9166	Zach.mclawhorn@gcllc.net
Extreme Land Restoration	Hampton Jordan	850-323-1967	hamptonj@extremlandrestoration.com
COB	Tracy Walker	850-703-4585	tracy.walker@cityofbonifay.com

# AS READ - BID TABULATION

Section VIII, Item A.

PROJECT: City of Bonifay Memorial Field Drainage Improvements DHM: BON24MF  
 BID DATE: 4/10/2026 TIME: 2pm local time LOCATION: City of Bonifay 301 J Harvey Etheridge St Bonifay FL 32425

BIDDER AND CONTACT INFORMATION	BID BOND	MBE/WBE	Addendum No 1 Receipt	TOTAL BASE BID
GCUG			No. 1 _____ _____	\$ 537,349.78
AMERICAN SAND + ASPHALT			No. 1 _____ _____	\$ 515,347.98
ANDERSON COLUMBIA			No. 1 _____ _____	\$ 635,677.79
EXTREME LAND RESTORATION			No. 1 _____ _____	\$ 476,019.91
			No. 1 _____ _____	
			No. 1 _____ _____	
			No. 1 _____ _____	
			No. 1 _____ _____	
			No. 1 _____ _____	

Read by: BRENT MELWIN  
 DHM [Signature]

Witnessed by: Tracy Walker  
 City of Bonifay [Signature] Date: 4/10/2026

<b>Memorial Drive Drainage Improvements Project</b>												
<b>Bid Schedule</b>												
<b>Bid Items</b>												
Item	Pay Item No.	Description	Unit	Quantity	Extreme Land Restoration LLC		American Sand and Asphalt Paving		Gulf Coast Utility Contractors		Anderson Columbia Co	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	101-1	Mobilization	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 51,315.99	\$ 51,315.99
2	102-1	Maintenance of Traffic	LS	1	\$ 3,150.00	\$ 3,150.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,944.83	\$ 7,944.83
3	102-2-1	Special Detour 1	LS	1	\$ 2,650.00	\$ 2,650.00	\$ 9,000.00	\$ 9,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,894.51	\$ 1,894.51
4	102-2-2	Special Detour 2	LS	1	\$ 2,150.00	\$ 2,150.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,894.51	\$ 1,894.51
5	104-10-3	Sediment Barrier	LF	401	\$ 3.50	\$ 1,403.50	\$ 5.00	\$ 2,005.00	\$ 3.00	\$ 1,203.00	\$ 4.17	\$ 1,672.17
6	0104-18	Inlet Protection System	EA	7	\$ 160.50	\$ 1,123.50	\$ 300.00	\$ 2,100.00	\$ 500.00	\$ 3,500.00	\$ 435.44	\$ 3,048.08
7	110-1-1	Clearing and Grubbing (1.0 ac+)	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,000.00	\$ 19,000.00	\$ 39,382.72	\$ 39,382.72
8	110-4-10	Removal of Existing Concrete	SY	427	\$ 34.00	\$ 14,518.00	\$ 22.00	\$ 9,394.00	\$ 8.00	\$ 3,416.00	\$ 37.89	\$ 16,179.03
9	120-71	Regular Excavation (3R)	LS	1	\$ 4,575.00	\$ 4,575.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 11,376.78	\$ 11,376.78
10	N/A	Cut and Patch / Pot Hole Repair in areas with no utility repairs. Includes OBG-9, 2" of SP 12.5, TLB for area repair	SY	110	\$ 81.00	\$ 8,910.00	\$ 68.00	\$ 7,480.00	\$ 90.00	\$ 9,900.00	\$ 63.88	\$ 7,026.80
11	285-709	Optional Base, OBG-9	SY	3.1	\$ 650.00	\$ 2,015.00	\$ 150.00	\$ 465.00	\$ 50.00	\$ 155.00	\$ 372.53	\$ 1,154.84
12	334-1-52	Superpave Asphaltic Conc., Traffic B, PG 76-22 (1")	TN	241.0	\$ 175.00	\$ 42,175.00	\$ 150.00	\$ 36,150.00	\$ 225.00	\$ 54,225.00	\$ 149.45	\$ 36,017.45
13	0425-1-711	Inlets, Gutter, Type V, <10'	EA	2	\$ 6,250.00	\$ 12,500.00	\$ 5,900.00	\$ 11,800.00	\$ 6,750.00	\$ 13,500.00	\$ 10,173.51	\$ 20,347.02
14	0425-1-581	Inlets, Gutter, Type H, <10'	EA	1	\$ 7,400.00	\$ 7,400.00	\$ 7,950.00	\$ 7,950.00	\$ 9,000.00	\$ 9,000.00	\$ 12,409.03	\$ 12,409.03
15	0425-1-541	Inlets, Gutter, Type D, <10'	EA	4	\$ 5,900.00	\$ 23,600.00	\$ 5,150.00	\$ 20,600.00	\$ 5,750.00	\$ 23,000.00	\$ 9,715.68	\$ 38,862.72
16	0425-5-1	Manhole, Adjust	EA	3	\$ 900.00	\$ 2,700.00	\$ 1,250.00	\$ 3,750.00	\$ 1,500.00	\$ 4,500.00	\$ 1,641.91	\$ 4,925.73
17	0425-6	Adjust/Raise Water Valve	EA	1	\$ 550.00	\$ 550.00	\$ 750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 1,543.86	\$ 1,543.86
18	0430-175-118	Pipe Culvert, Opt. Material, Round, 18" SD	LF	6	\$ 350.00	\$ 2,100.00	\$ 250.00	\$ 1,500.00	\$ 200.00	\$ 1,200.00	\$ 198.54	\$ 1,191.24
19	0430-174-124	Pipe Culvert, Opt. Material, Round, 24" S/CD	LF	810	\$ 80.00	\$ 64,800.00	\$ 82.00	\$ 66,420.00	\$ 100.00	\$ 81,000.00	\$ 119.06	\$ 96,438.60
20	0430-174-218	Pipe Culvert, Opt. Material, Other Shape - Ellip/Arch, 18" SD	LF	124	\$ 130.00	\$ 16,120.00	\$ 123.00	\$ 15,252.00	\$ 150.00	\$ 18,600.00	\$ 147.22	\$ 18,255.28
21	430-950	Desilt Concrete Ditch	CY	5.0	\$ 1,200.00	\$ 6,000.00	\$ 150.00	\$ 750.00	\$ 250.00	\$ 1,250.00	\$ 315.75	\$ 1,578.75
22	0430-984-625	Mitered End Section, Optional - Elliptical 14"x24" DBL SD	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 2,200.00	\$ 2,200.00	\$ 5,000.00	\$ 5,000.00	\$ 8,977.03	\$ 8,977.03
23	520-1-10	Concrete Curb and Gutter, Type F	LF	848	\$ 33.00	\$ 27,984.00	\$ 35.00	\$ 29,680.00	\$ 40.00	\$ 33,920.00	\$ 56.84	\$ 48,200.32
24	522-1	Concrete Sidewalk and Driveways, 4" Thick	SY	122	\$ 77.00	\$ 9,394.00	\$ 105.00	\$ 12,810.00	\$ 100.00	\$ 12,200.00	\$ 135.16	\$ 16,489.52
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	50	\$ 85.00	\$ 4,250.00	\$ 120.00	\$ 6,000.00	\$ 125.00	\$ 6,250.00	\$ 168.04	\$ 8,402.00
26	0527-2	Detectable Warnings	SF	50	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 93.01	\$ 4,650.50
27	570-1-2	Performance Turf, Sod	SY	2,690	\$ 3.75	\$ 10,087.50	\$ 5.00	\$ 13,450.00	\$ 4.25	\$ 11,432.50	\$ 5.50	\$ 14,795.00
28	700-1-111	Single Post Sign	AS	14	\$ 700.00	\$ 9,800.00	\$ 708.00	\$ 9,912.00	\$ 625.00	\$ 8,750.00	\$ 631.50	\$ 8,841.00
29	700-1-600	Single Post Sign, Remove	AS	12	\$ 105.00	\$ 1,260.00	\$ 60.00	\$ 720.00	\$ 75.00	\$ 900.00	\$ 75.78	\$ 909.36
30	710-90	Painted Pavement Markings, Final Surface	LS	1	\$ 550.00	\$ 550.00	\$ 2,025.00	\$ 2,025.00	\$ 2,000.00	\$ 2,000.00	\$ 631.50	\$ 631.50
31	711-11-124	18" Solid, White, Thermoplastic for Diagonals and Chevrons	LF	72.0	\$ 10.75	\$ 774.00	\$ 13.50	\$ 972.00	\$ 15.50	\$ 1,116.00	\$ 12.63	\$ 909.36
32	711-11-125	24" Solid, White, Thermoplastic, Stop Bars	LF	122.0	\$ 10.75	\$ 1,311.50	\$ 20.24	\$ 2,469.28	\$ 20.00	\$ 2,440.00	\$ 12.63	\$ 1,540.86
33	0711-11-160	Thermoplastic, White, Message, or Symbol	EA	9	\$ 220.00	\$ 1,980.00	\$ 337.50	\$ 3,037.50	\$ 300.00	\$ 2,700.00	\$ 252.60	\$ 2,273.40

<b>Memorial Drive Drainage Improvements Project</b>												
<b>Bid Schedule</b>												
<b>Bid Items</b>												
					<b>Extreme Land Restoration LLC</b>		<b>American Sand and Asphalt Paving</b>		<b>Gulf Coast Utility Contractors</b>		<b>Anderson Columbia Co</b>	
<b>Item</b>	<b>Pay Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
34	0711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	GM	0.023	\$ 27,000.00	\$ 613.71	\$ 29,347.82	\$ 667.08	\$ 36,000.00	\$ 818.28	\$ 31,575.08	\$ 717.70
35	0711-11-421	Thermoplastic, Standard, Blue, Solid, 6"	LF	342.0	\$ 5.35	\$ 1,829.70	\$ 8.10	\$ 2,770.20	\$ 8.00	\$ 2,736.00	\$ 6.32	\$ 2,161.44
36	711-16-101	6" Solid, White, Thermoplastic	GM	0.126	\$ 26,750.00	\$ 3,370.50	\$ 13,500.00	\$ 1,701.00	\$ 13,000.00	\$ 1,638.00	\$ 31,575.08	\$ 3,978.46
37	1050-31-202	Utility Pipe - PVC, F&I, Water/Sewer 2"	LF	80	\$ 10.25	\$ 820.00	\$ 125.00	\$ 10,000.00	\$ 50.00	\$ 4,000.00	\$ 32.84	\$ 2,627.20
38	1050-31-206	Utility Pipe - PVC, F&I, Water/Sewer 6"	LF	20	\$ 140.25	\$ 2,805.00	\$ 380.00	\$ 7,600.00	\$ 300.00	\$ 6,000.00	\$ 255.66	\$ 5,113.20
39	999-25	Initial Contingency Amount	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00
<b>TOTAL BASE BID</b>						<b>\$ 476,019.91</b>		<b>\$ 520,130.06</b>		<b>\$ 537,349.78</b>		<b>\$ 635,677.79</b>

Denotes mathematical error