



**City of Chipley
Special Council Meeting**

August 29, 2024 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. AGENDA ITEMS

1. Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement – Bennett Drive
2. Construction Contract with Chapel Branch & Lagniappe, LLC – Demolition of Buildings
3. Chipley Tanker 2 Tank Replacement – Fire Department – ARPA Funding
4. Body Worn Cameras & Camera System – Police Department – ARPA Funding

E. ADJOURN

F. ZOOM

Any subject on the agenda, regardless of how stated, may be acted upon by the Council. The Council reserves the right to add other items to the agenda. Anyone desiring a verbatim transcript of the meeting must make personal arrangements as the City takes only summary minutes. Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 638-6350, at least 48 prior to the proceedings.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement – Bennett Drive

MEETING DATEPREPARED BY

Thursday, August 29, 2024Patrice Tanner, City Administrator

SUMMARY

This will approve Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement for the Bennett Drive Resurfacing Project from E Church Avenue to State Road 273 for a total of .53 miles, in the amount of \$784,760.00.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement for Bennett Drive in the amount of \$784,760.00.

ATTACHMENTS

1. Resolution No. 24-34

2. FDOT Small County Outreach Program (SCOP) Agreement

RESOLUTION NO. 24-34

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND
THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the “DEPARTMENT”, find it necessary for the City of Chipley, hereinafter referred to as the “RECIPIENT”, to execute and deliver to the FDOT the Small County Outreach Program Agreement identified as Financial Project No. 453572-1-54-01 – Small County Outreach Program (SCOP), (CSFA 55.009) – Bennett Drive Resurfacing Project, hereinafter referred to as the Agreement.

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

1. An Agreement identified as the Small County Outreach Program (SCOP) – Bennett Drive Resurfacing Project, between the City of Chipley, Florida, and the State of Florida Department of Transportation, is hereby approved and the Recipient agrees to complete the project on or before December 31, 2025.
2. The Agreement is for the Bennett Drive Resurfacing Project from E Church Avenue to State Road 273 for a total of .53 miles, in the amount of \$784,760.00.
3. That the Mayor, be hereby authorized and directed to execute the Agreement.
4. A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

PASSED AND ADOPTED THIS 29TH DAY OF AUGUST, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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FPN: <u>453572-1-54-01</u>	Fund: <u>SCRC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____

County No: <u>Washington (61)</u>	Contract No: _____	Vendor No: <u>F596000299001</u>
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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 City of Chipley, ("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:

- 1. 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)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

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

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Bennett Drive Resurfacing Project, 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.
- 3. 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 December 31, 2025. 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.

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 \$805,260. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, 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 \$784,760 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"**. 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

- 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. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. 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 **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or 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 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 or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. 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

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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.

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.

- h. 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.
- i. **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.
- j. 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.
- k. 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.
- l. 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.
- m. 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

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. 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.
- o. 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, 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, Florida Statutes, for construction services and 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. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. 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. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. 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. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- 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 "D"**. 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.

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- 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 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 "J", State Financial Assistance (Florida Single Audit Act)** 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 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:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: 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

- 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

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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.
- 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 contractor and 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 contractor and 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 specifically agreed between the parties executing this Agreement that 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.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. 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.
- e. 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 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.
- f. 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

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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.

- g. 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.
- 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, F, H, and J** 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.

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- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. 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: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit C

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

The remainder of this page intentionally left blank.

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

RECIPIENT City of Chipley

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453572-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Chipley (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.53 Miles

PROJECT DESCRIPTION: This project is for the Design, Construction and CEI services for the Bennett Drive Resurfacing Project. This project will consist of paving and drainage improvements from E Church Avenue to State Road 273. Within this project there are two Typical Sections and they are outlined below:

Typical Section #1 from E Church Avenue to Old Bonifay Road consists of resurfacing the two 10' wide travel lanes with 3' wide grassed shoulders and shoulder re-work on each side. Some pavement reconstruction will be required in areas with severe damage.

Typical Section #2 from Old Bonifay Road to SR 273 consist of widening the existing 18' roadway to 20' wide by constructing west side widening only due to conflicts on the east side.

Also included in the work to be completed is evaluation of all existing drainage culverts, existing ditches, and signage and updating as needed. Pavement markings will also be upgraded to current standards including the placement of thermolastic markings on the final lift of the asphalt. All necessary permitting will be included as part of this project. The Recipient will ensure that an appropriate pavement design for this project is submitted for review during plans development. No additional right-of-way will be required for the project. Total length of the project is 0.53 miles.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and final along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by December 31, 2025 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations have been reviewed and approved

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Chipley 1442 Jackson Ave Chipley, FL. 32428		FINANCIAL PROJECT NUMBER: 453572-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$805,260.00	\$20,500.00	\$784,760.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2025	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$805,260.00 100.00%	\$20,500.00 100.00%	\$784,760.00 100.00%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$805,260.00	\$20,500.00	\$784,760.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter- Local Programs Administrator

District Grant Manager Name

Signature

Date

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Page 1 of 1**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Chipley

PROJECT DESCRIPTION: Bennett Drive Resurfacing Project

FPID#: 453572-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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Page 1 of 1**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

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Page 1 of 1**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title
and CSFA
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Specific Appropriation 2042A of Chapter 2023-239, L.O.F, (CSFA 55.039)

***Award Amount:** \$784,760.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Construction Contract with Chapel Branch & Lagniappe, LLC – Demolition of Buildings

MEETING DATEPREPARED BY

Thursday, August 29, 2024Patrice Tanner, City Administrator

SUMMARY

This will approve the Construction Contract with Chapel Branch & Lagniappe, LLC for the demolition of the old Fire Station buildings and the old Beauty Shop building at 1384 & 1388 North Railroad Avenue. The total cost of the contract is in the amount of \$117,927.27 and has been approved to be paid with CRA funds.

RECOMMENDATION

City Staff recommend approval of the Construction Contract with Chapel Branch & Lagniappe, LLC for the demolition of the buildings in the amount of \$117,927.27.

ATTACHMENTS

1. Construction Contract

2. Bid No. 2024-04 – Chapel Branch & Lagniappe, LLC



Chapel Branch & Lagniappe, LLC
 Contact: Tony Lagman, Owner (850) 209-9873



LOCATION: OLD FIRE DEPT - BID NO.: 2024-04

Bid Sheet

	<u>QTY</u>	<u>Units</u>	<u>Unit Price</u>	<u>Price Total</u>
1384 Demolition	1.00	LS	\$ 32,825.00	\$ 32,825.00
1388 Demolition	1.00	LS	\$ 85,102.27	\$ 85,102.27
<u>Total</u>				\$ 117,927.27

Signature: _____

Date: _____



BUSINESS TAX LICENSE

**CITY OF CHIPLEY
STATE OF FLORIDA**

No: 02178.1

The business identified below is licensed to engage in or manage the business, profession or occupation of:
SERVICES

805 Main St

in the CITY OF CHIPLEY for the period beginning October 01, 2023

and ending September 30, 2024

Issued: August 31, 2023

**CHAPEL BRANCH & LAGNIAPPE, LLC
2829 YELLOW JACKET DR
VERNON FL 32462**

Betty Nelson

Clerk/Cashier

NOTE: A PENALTY IS IMPOSED IF YOU DO NOT KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

Section D, Item2.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Section D, Item 2.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



FERRER, JUSTINO R

CHAPEL BRANCH & LAGNIAPPE LLC
2829 YELLOW JACKET DRIVE
VERNON FL 32462

LICENSE NUMBER CFC1482105

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CONSTRUCTION CONTRACT BETWEEN CONTRACTOR AND OWNER

This Construction Contract ("Contract") is entered into by and between **Chapel Branch & Lagniappe, LLC**, a Florida limited liability company, ("Contractor") and the **City of Chipley, Florida**, a Florida municipal corporation, ("Owner"), collectively referred to as the "Parties" and individually as a "Party". This Contract is made pursuant to the laws of the State of Florida and is subject to the jurisdiction thereof. The purpose of this Contract is to set forth the terms and conditions under which the Contractor will provide construction services to the Owner for the project described herein.

1. Scope of Work

The Scope of Work concerning the property located at 1388 and 1384 North Railroad Ave., Chipley Florida (the "Property") is described herein.

The Contractor shall perform the following services:

- 1. Demolition of any existing structure(s) on the Property.
- 2. Removal of all debris resulting from the demolition.
- 3. Grading of the Property post-demolition to ensure an even surface.
- 4. Installation of sod over the graded surface to promote a uniform appearance.

All work shall be completed in accordance with the plans, permits, and specifications detailed in the Contract and any amendments thereto. The Contractor is responsible for obtaining all necessary permits and approvals from the relevant authorities before commencing work. The work shall be performed in compliance with all applicable laws, regulations, and standards of the State of Florida.

The Owner shall grant the Contractor access to the Property as required to perform the work outlined in this clause. The Contractor agrees to conduct all operations with the utmost care to minimize disruption and to maintain the safety of the Property and adjacent areas.

Any changes to the scope of work as described herein must be made in writing and signed by both the Contractor and the Owner.

2. Contract Price and Payment Terms

The total contract price for the construction project described herein, to be paid by the Owner to the Contractor, is established at \$117,927.27, inclusive of all taxes,

labor, materials, and other expenses, unless otherwise specified in this Contract. This amount shall be paid in accordance with the following schedule:

1. Progress payments shall be made to the Contractor based on the schedule of values submitted by the Contractor and approved by the Owner. Each progress payment shall be due within thirty [30] days after the Owner's receipt of the Contractor's invoice for payment.
2. The final payment, constituting the remaining balance of the contract price, shall be made within thirty [30] days after the completion of the project and submission of all necessary documentation by the Contractor to the Owner, confirming that the work has been completed in accordance with the terms of this Contract.

Payments shall be made via check, or as otherwise agreed upon by the parties in writing. The Owner reserves the right to withhold payment or a portion thereof, as deemed necessary to cover any costs, damages, or liabilities incurred as a result of the Contractor's failure to comply with the terms of this Contract or to correct deficiencies in the work performed.

All payments are subject to final acceptance of the work by the Owner and compliance with all applicable laws and regulations.

3. Schedule of Work

The Contractor, Chapel Branch & Lagniappe, LLC, agrees to commence the construction project for the City of Chipley, Florida, no later than ten (10) business days following the execution of this Contract and shall endeavor to complete the work in accordance with the schedule set forth herein. The Contractor shall provide the Owner with a detailed schedule of work within five (5) business days of the Contract execution, outlining the anticipated start and completion dates for each phase of the project.

The Contractor shall notify the Owner in writing of any anticipated delays in the schedule as soon as reasonably possible. In the event of a delay caused by unforeseen circumstances beyond the control of the Contractor, such as adverse weather conditions, labor disputes, or material shortages, the Contractor shall not be deemed in breach of this Contract. However, the Contractor is expected to take all reasonable steps to minimize the impact of such delays on the overall project timeline.

Any changes to the schedule of work must be submitted in writing to the Owner for approval. No changes shall be deemed approved until written consent is obtained

from the Owner. The Contractor is responsible for coordinating all construction activities to ensure the project is completed in a timely and efficient manner, in accordance with the Total Contract Price, Progress Payments, and Final Payment terms as defined in this Contract.

4. Change Orders

Change Orders in this Construction Contract shall be governed by the following terms:

All requests for changes to the scope of work, whether initiated by the Contractor or the Owner, must be submitted in writing. Such requests shall include a detailed description of the proposed changes, the reason for the changes, and the anticipated impact on the Total Contract Price and the project schedule.

Upon receipt of a change request, the other party shall have ten (10) business days to review and respond. The response shall indicate acceptance, rejection, or the need for further discussion.

If the change is accepted, both parties shall negotiate in good faith the terms of the Change Order, including any adjustments to the Total Contract Price, the project schedule, and the payment schedule. This negotiation shall result in a written Change Order signed by both parties.

No work on the proposed changes shall commence until the Change Order is executed and any necessary adjustments to Progress Payments, or Final Payment are agreed upon.

Failure to execute a Change Order may result in a dispute under the terms of this Contract's dispute resolution clause. In such cases, the work shall proceed according to the original contract terms until the dispute is resolved.

The Contractor is not obligated to perform any work beyond the scope of the original contract without a duly executed Change Order. Any unauthorized work or materials may not be eligible for inclusion in the Total Contract Price.

5. Warranties

The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. This warranty does not preclude or limit any other warranties or rights the Owner may have under the Contract Documents or by law or in equity.

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If the Owner or Owner's representative identifies any work as defective, the Contractor must correct it promptly after receipt of a written notice from the Owner, without additional cost to the Owner.

The Contractor's warranty shall extend for a period of one (1) year from the date of final acceptance of the work by the Owner, unless a longer period is specified for certain materials or workmanship in the Contract Documents. During this period, the Contractor shall repair or replace any work found to be defective without cost to the Owner.

This warranty is in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. The Contractor's obligation under this warranty shall not be limited by the Final Payment under this Contract.

6. Indemnification

The Contractor hereby agrees to indemnify, defend, and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, damages, losses, expenses (including, but not limited to, attorney's fees), and liabilities of any nature whatsoever, arising out of or in any way connected with the Contractor's performance of work under this Contract, except for any claims, damages, losses, or liabilities arising from the sole negligence of the Owner.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Contractor under this indemnification clause shall survive the termination of this Contract and shall apply to any acts or omissions that occurred during the term of this Contract, regardless of whether such acts or omissions were discovered before or after the termination of the Contract.

7. Insurance Requirements

The Contractor shall, at its own expense, procure and maintain for the duration of this Contract, including any warranty period, the following minimum insurance coverages:

- Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and advertising injury.
- Workers' Compensation Insurance in accordance with Florida law, covering all employees engaged in the performance of work under this Contract.
- Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a minimum limit of \$1,000,000 per accident for bodily injury and property damage.
- Professional Liability Insurance (if applicable) with limits not less than \$1,000,000 per claim and \$1,000,000 aggregate, covering errors and omissions made by the Contractor or its subcontractors.

The Contractor shall provide the Owner with certificates of insurance evidencing these coverages prior to commencing work under this Contract and upon renewal of each policy during the term of the Contract. The Owner shall be named as an additional insured on all policies, except for Workers' Compensation. Insurance policies shall provide for a minimum of thirty (30) days' notice to the Owner in the event of cancellation or material change.

8. Termination

This Construction Contract may be terminated by either party under the following conditions:

1. **By the Owner:** The Owner may terminate this contract at any time upon providing written notice to the Contractor if the Contractor:
 - Fails to commence work within the time specified in the Contract;
 - Is adjudged bankrupt or insolvent;
 - Fails to make satisfactory progress towards completion of the project;
 - Fails to comply with the terms and conditions of the Contract;
 - Fails to provide proof of maintaining the required insurance coverages, including but not limited to Commercial General Liability Insurance, Workers' Compensation Insurance, Automobile Liability Insurance, and Professional Liability Insurance.
2. **By the Contractor:** The Contractor may terminate this contract if the Owner:
 - Fails to make the payments of the Progress Payments or Final Payment as agreed upon in the Contract;
 - Materially breaches any terms and conditions of the Contract.
3. **Automatic Termination:** This Contract shall automatically terminate upon the completion of the construction project and the final acceptance by the Owner.

In the event of termination, the Owner shall pay the Contractor for all work performed up to the date of termination, including any costs incurred by the Contractor as a result of such termination. The Contractor is required to submit a final accounting of the work performed and any costs incurred within thirty (30) days of the termination date. The final payment, if any, shall be made by the Owner to the Contractor within sixty (60) days of receiving the final accounting, subject to any deductions for incomplete or defective work as determined by the Owner.

9. Dispute Resolution

In the event of any dispute arising out of or in connection with this Construction Contract between Chapel Branch & Lagniappe, LLC ("Contractor") and the City of Chipley, Florida ("Owner"), the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation within thirty (30) days, the parties agree to submit the dispute to mediation. Should mediation fail to resolve the dispute, the parties shall have the right to pursue legal action.

All legal actions or proceedings arising out of or related to this Contract shall be brought exclusively in the Circuit Court in and for Washington County, Florida, and the parties hereby consent to the jurisdiction of such court. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

Each party agrees to bear its own costs and expenses incurred in connection with any dispute resolution proceedings, including but not limited to attorney's fees, except as may be awarded by the court to the prevailing party in accordance with Florida law.

10. Notices

All notices, requests, demands, and other communications under this Contract shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given, or two days after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the address specified in this Contract or at such other address as the party may specify in writing. For purposes of notice, the addresses of the parties shall be as follows:

- For the Contractor:

Chapel Branch & Lagniappe, LLC:
805 Main Street
Chipley, Florida 32428
Attn: _____

- For the Owner:

Patrice A. Tanner
City Administrator
City of Chipley
Post Office Box 1007
Chipley, Florida 32428

Either party may change its address for notice by giving written notice of such change to the other party in accordance with the provisions of this clause.

11. Entire Agreement

This Construction Contract ("Contract") represents the entire agreement between Chapel Branch & Lagniappe, LLC ("Contractor") and the City of Chipley, Florida ("Owner") concerning the project detailed herein. This Contract supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended in writing and signed by both parties.

All terms defined within this Contract, including but not limited to Total Contract Price, Progress Payments, Final Payment, Commercial General Liability Insurance, Workers' Compensation Insurance, Automobile Liability Insurance, and Professional Liability Insurance, shall have the meanings ascribed to them herein. Any modifications or additions to this Contract shall be made in writing and must be signed by both the Contractor and the Owner to be effective.

Both parties acknowledge that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, promised or provided by any party or any other person or entity, other than those set out in this Contract.

12. Signatures

The Parties hereby agree to the terms and conditions set forth in this Contract and signify their agreement through their duly authorized representatives signing below.

FOR THE CONTRACTOR:

Name:
Title:
Date:

FOR THE OWNER:

Name: Tracy Andrews, Mayor
Date: _____

This document, including any attachments and exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties. No amendment, modification, or addition to this Contract shall be binding unless it is in writing and signed by the Parties.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Chipley Tanker 2 Tank Replacement – Fire Department – ARPA Funding

MEETING DATE	PREPARED BY
Thursday, August 29, 2024	Hunter Aycock, Fire Chief

SUMMARY

This will approve the purchase of a new tank to be fabricated and installed on Tanker 2 for the Fire Department. This apparatus is a crucial part of our firefighting operations and the tanker the city ordered will not arrive until sometime in 2025. The total cost of the fabricated tank is \$31,733.00 and we are requesting it to be funded with ARPA funding.

RECOMMENDATION

City Staff recommend approval of the new tank for the Fire Department in the amount of \$31,733.00..

ATTACHMENTS

- 1. Request for Purchase and Funding
- 2. Three (3) Quotes



CHIPLEY FIRE DEPARTMENT
1430 JACKSON AVENUE
P.O. BOX 1007
CHIPLEY, FL 32428
PHONE # 850-638-6301 / FAX # 850-638-6300



To: City Administrator, City Council

From: Hunter Aycock, Fire Chief

Date: August 21, 2024

Re: Tanker 2 tank replacement

Chipley Fire Department is requesting the replacement of our tank on Tanker 2. This tank was built in 1990 and has served us well for nearly thirty five years while being mounted on two different chassis in this time. This apparatus is a crucial part of our firefighting operations both in our city limits and county areas. The tank has begun to separate due to rust creating numerous leaks and therefore being unreliable and possibly a safety hazard. For the last several years this tank has been patched and fixed numerous times but now is to the point of needing replacement. During a large woods fire on 8/18/24 Tanker 2 was utilized for water supply for multiple different agencies, during this time the back wall of the tank separated from internal baffles and also created numerous leaks. Due to its condition, reliability and safety concerns we are requesting to have a new 2,500 gallon tank built and mounted onto the current chassis.

Hunter Aycock

B&D CONTRACTORS INC.
P.O. BOX 147
VERNON, FL. 32462
(850)-326-4535

Customer: Chipley Fire & Rescue
Chipley, FL. 32428

BID

Qty	Description	Unit Price	TOTAL
1	<p>Fabricating new 2500 gallon water tank and frame system similar to old tank on Chipley Fire & Rescue's Tanker Truck now.</p> <p>Paint new build with Brushed Aluminum/Silver on Tank and Black for side racks/back rack.</p> <p>Remove the old tank from the truck and install new. <u>(Light wiring will not be performed by us.)</u></p>		\$31,733.00
		TOTAL	\$31,733.00

Southern Metal and Mechanical Services INC.
2406 Pioneer Rd.
Chipley, FL. 32428
(850)-258-5523

Chipley Fire & Rescue BID

Description

Build new 2500 gallon Tank
Paint
Remove old tank and install new tank
on truck

TOTAL: \$35,400.00



ESTIMATE FOR:
CITY OF CHIPLEY
CHIPEY FIRE & RESCUE

QTY. ORDERED	ITEM DESCRIPTION	TOTAL
1	Construction of new steel 2500 gallon tank for Freightliner Chassis. Tank will be constructed with all outlets and intakes as previous unit. Tank will be painted with a 2 tone pattern silver on top with black on bottom and side storage racks. Tank will be installed on Freightliner Chassis with U-Bolts. Chipley Fire & Rescue will be responsible for re-wiring all driving and safety lights.	38,500.00

PRICE QUOTE
THANK YOU FOR
YOUR BUSINESS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Body Worn Cameras & Camera System – Police Department – ARPA Funding

MEETING DATE	PREPARED BY
Thursday, August 29, 2024	Michael Richter, Police Chief

SUMMARY

This will approve the purchase of a new Body Worn Cameras and Camera System for the Police Department. The purchase of the new body camera system is essential for maintaining the high standards of our body camera program. It will ensure continued transparency, trust, and efficiency in our law enforcement operations. The total cost of the system is \$30,977.00 and we are requesting it to be funded with ARPA funding.

RECOMMENDATION

City Staff recommend approval of the new Body Worn Camera System and Cameras for the Police Department in the amount of \$30,977.00.

ATTACHMENTS

1. Request for Purchase and Funding



Michael Richter, Chief of Police

Chipley Police Department City of Chipley, Florida
1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428
PHONE (850) 638-6310 • FAX (850) 638-6327

Memo

Attention: Patrice Tanner

Subject: Budget Request for the Purchase of New Body Worn Cameras

Introduction

Our body camera program, initiated in 2013, has significantly enhanced our operations by promoting transparency, fostering community trust, aiding evidence collection for law enforcement and the State Attorney's Office, and identifying areas where individual officer training is needed. The current body camera system we use is the Watchguard Vista WiFi body cameras, which are no longer supported by the manufacturer and are at the end of their life cycle. Our current supply of cameras is less than Officers staffed, creating a significant problem. Given the crucial role these cameras play in our daily operations, it is imperative to purchase new cameras and upgrade our system as quickly as possible.

Department Overview

Our department consists of:

11 sworn law enforcement officers

8 sworn positions dedicated to patrol

2 sworn investigators

1 Chief of Police

2 non-sworn administrative positions



Michael Richter, Chief of Police

Chipley Police Department City of Chipley, Florida

1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428

PHONE (850) 638-6310 • FAX (850) 638-6327

Although our city, Chipley, has a smaller population of about 3,600 residents, Department of Transportation studies show that over 17,000 vehicles travel through our city every day. As the county seat of Washington County, Chipley houses the bulk of businesses and jobs in the county. Although our Department is small, we have a significant number of encounters with residents and non-residents daily. Our Department policy dictates Officers will have their body cameras activated during these encounters.

Current System and Issues

Current System: Watchguard Vista WiFi body cameras.

System Integration: The body cameras communicate through the in-car Watchguard system, enabling features such as charging while docked, video upload via WiFi, and automatic activation when emergency lights are turned on.

Issues:

- Cameras are no longer supported by the manufacturer.
- Several cameras have failed, and others are malfunctioning.
- Reserve camera stock is depleted.
- Current available body cameras are less than Officers staffed.
- Batteries are internal and do not allow for quick change between shifts.
- Batteries charge only last a typical shift, not allowing for cameras to be shared, preventing our ability to overcome the depleted supply
- The current system requires a complete update for compatibility with new models.
- Old models not compatible with new system.
- Proposed fix is complete replacement of existing cameras and software system.



Michael Richter, Chief of Police

Chipley Police Department City of Chipley, Florida
1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428
PHONE (850) 638-6310 • FAX (850) 638-6327

Proposed Purchase of New System

Manufacturer: Motorola

Components:

- 10 body cameras
- 10 batteries
- 10 charging stations
- New software system

Features:

- Enhanced video quality and reliability.
- Improved battery life and charging efficiency.
- Seamless integration with existing in-car systems for video upload and automatic activation.

Financial Breakdown

The quote received from Motorola for the new system totals \$30,977.00. The breakdown of pricing per item is included in the quote and will be attached to this memo for review.

Justification for Purchase

1. Enhanced Transparency and Community Trust: Continuing our commitment to transparency and trust, the new body cameras will ensure continued accountability in interactions between officers and the public.
2. Vital Evidence Collection: Reliable body cameras are essential for gathering evidence that supports investigations and prosecutions.



Michael Richter, Chief of Police

Chipley Police Department City of Chipley, Florida

1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428

PHONE (850) 638-6310 • FAX (850) 638-6327

3. Officer Training and Evaluation: The footage from body cameras is a critical tool for identifying training needs and improving officer performance.

4. Operational Efficiency: New cameras will integrate with our existing systems, ensuring seamless operations and minimizing downtime. Upgrading to current supported system will allow for purchase of new hardware, (body, and in car cameras), as needed for department expansion, and replacement of faulty equipment.

Conclusion

The purchase of the new body camera system is essential for maintaining the high standards of our body camera program. It will ensure continued transparency, trust, and efficiency in our law enforcement operations. We request approval for the \$30,977.00 expenditure to purchase the new system from Motorola.

References

Department of Justice, Office of Community Oriented Policing Services: Studies show that body-worn cameras promote accountability and transparency within police departments.

National Institute of Justice: Research indicates that body-worn cameras can improve evidence collection, which is critical for successful prosecutions.

International Association of Chiefs of Police: Body-worn cameras are shown to be an effective tool for training and evaluating police officers.

Michael Richter

Chief

A handwritten signature in blue ink, reading "Michael Richter", written in a cursive style.

You are invited to a Zoom webinar.

When: Aug 29, 2024 05:00 PM Central Time (US and Canada)

Topic: Special Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84598736763>

Or One tap mobile :

+13052241968,,84598736763# US

+13126266799,,84598736763# US (Chicago)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 305 224 1968 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

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