

City of Chipley City Council Meeting March 12, 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. CITIZENS REQUEST

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial *9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

E. APPROVAL OF MINUTES

- 1. Regular Council Workshop February 8, 2024
- 2. Regular Council Meeting February 13, 2024

F. DEPARTMENT REPORTS

- <u>1.</u> City Attorney Report
- 2. CRA Report
- <u>3.</u> Fire Department Report
- <u>4.</u> Code Enforcement Report
- 5. Planning & Zoning Report
- 6. Police Department Report
- <u>7.</u> Public Works Department Report
- 8. Recreation Department Report

- 9. Water Utilities Department Report
- 10. City Administrator Report

G. CONSENT AGENDA

- 1. CDBG-MIT #MT148 Grant Administration Services Agreement David H. Melvin, Inc.
- 2. CDBG-MIT #MT148 Professional Services Agreement David H. Melvin, Inc.
- 3. Peach Street Lift Station Professional Engineering Services Agreement Mott MacDonald
- <u>4.</u> **Special Event Application** Law Enforcement Torch Run for Special Olympics Florida Northwest Florida Reception Center
- 5. Special Event Application Community Outreach Washington County Sheriff's Office
- 6. Reappointment of Planning & Zoning Commission Member Holland Kent
- 7. Resignation of CRA Board Member Rev. Malcolm Nelson
- **<u>8.</u>** Appointment of CRA Board Member Summer Thomas
- 9. Reappointment of CRA Board Member Angela Grantham

H. AGENDA ITEMS

- 1. Ordinance No. 981 (Final Reading) Amendment to the Future Land Use Map Annexation
- 2. Ordinance No. 982 (Final Reading) Amendment to the Future Land Use Map Annexation
- 3. **Resolution No. 24-18** FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) Chipley Police Department
- 4. **Resolution No. 24-19 -** FDOT Municipal Small County Outreach Program (M-SCOP) Grant Submission
- 5. Planning & Zoning Recommendation Small-Scale Amendment 1218 Campbellton Avenue Debra McGhee-Davis
- 6. Planning & Zoning Recommendation Request for Development Order 1680 Main Street Waffle House, Inc.
- 7. Code Enforcement Fine Forgiveness Case No. 65 589 Main Street
- 8. Award of RFQ No. 2024-03 Professional Services for a Florida Department of Commerce Community Planning Technical Assistance Grant
- 9. Chipley Communications Tower Change Order No. 2 Sabre Industries
- 10. Contract for Construction Alternative Energy Services, Inc. Public Works Building Solar Panel Project

- 11. Purchase of 2024 Freightliner Debris Loader Sanitation Fund
- 12. Support for Closure of Dalton Street Railroad Crossing

I. OTHER BUSINESS

- J. ADJOURN
- K. ZOOM
 - 1. ZOOM Information

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 Council Workshop Minutes February 8, 2024 at 5:00 p.m.

Attendees:

Ms. Tracy Andrews, Mayor Mrs. Linda Cain, Council Member Mrs. Michelle Jordan, City Attorney Mr. Kevin Russell, Mayor Pro-Tem Ms. Cheryl McCall, Council Member

Others Present Were:

Mrs. Patrice Tanner, Asst. City Admin./City ClerkMs. ShMr. Scott Thompson, Police ChiefMr. JinMr. Guy Lane, Public Works DirectorMr. HuMrs. Tamara Donjuan, Planning/Code Enf. OfficerMr. M

Ms. Sherry Snell, City Clerk Mr. Jimmy Cook, Water Utilities Director Mr. Hunter Aycock, Fire Chief Mr. Michael Maxwell, CRA Executive Director

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

A. CALL TO ORDER

The meeting was called to order by Mayor Andrews at 5:00 p.m.

B. PRAYER AND PLEDGE

Prayer was given by Council Member Cain and Mayor Andrews led the pledge to the American Flag.

C. APPROVAL OF AGENDA

Mayor Andrews added item #14 - Old Dairy Dip Property - Discussion.

D. CITIZENS REQUEST

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial *9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

There were no comments.

E. APPROVAL OF MINUTES

- 1. Regular Council Workshop January 4, 2024
- 2. Regular Council Meeting January 11, 2024

3. Special Council Meeting – January 23, 2024

F. DEPARTMENT REPORTS

Recreation – Brock Tate. Mr. Tate explained they were in the middle of basketball season and registration for softball started today. He stated he loves the new Team Pass platform for registration. He stated he had met with James Pageau regarding the disc golf and would be doing a walk around with him and Mrs. Tanner. No further discussion.

City Attorney – Michelle Jordan. Mrs. Jordan stated there were no updates. Mayor Andrews asked about an update on the McGhee property. Mrs. Jordan stated the case has been finalized. Discussion ensued.

Community Redevelopment Agency (CRA) – Michael Maxwell. Mr. Maxwell explained the CRA had a special meeting today for two emergency needs due to storm damage. Mr. Russell said there was discussion about sidewalks being closed at 814 Main St. and stated it was due to roof issues and it is closed for safety reasons. Ms. McCall asked if Mr. Maxwell was familiar with Main Street America. Mr. Maxwell said he was not but he would look into it. Mrs. Tanner stated she would also look into it. Discussion ensued.

Fire Department – Hunter Aycock. Chief Aycock explained it was a little slow last month except for the storm. He stated they are halfway through with the hydrants and that the engine is on the line hopefully ready by April. Mr. Russell thanked him for his community involvement. Discussion ensued.

Code Enforcement – Tamara Donjuan. Mrs. Donjuan explained it was a little slow in January. She stated we are waiting on surplus for 589 Main St. Ms. McCall asked how long do you let Maybell's Trailer Park sit. Mrs. Donjuan stated they have been working on it and she tries to work with anyone that is trying. Mrs. Tanner stated we will make sure they are making progress. Mr. Russell asked about the alleyway located behind Baxley Cleaners being blocked if someone parks there. Mrs. Jordan stated some business owners gave deeds and others gave easements to the alleyway so the city does not own it. Mrs. Tanner asked if it would be a problem for the city to contact the owners about people parking in the alleyway. Mrs. Jordan said that would not be a problem. It was stated that the tenant that parks in the alleyway is in the process of moving out of that building so it may not continue to be an issue. Discussion ensued.

Planning & Zoning – Tamara Donjuan. Mrs. Donjuan explained it has been a pretty busy month. No further discussion.

Police Department – Scott Thompson. Chief Thompson explained it was a busy month with some burglaries from December into January in which the majority have been cleared up. Discussion ensued.

Public Works – Guy Lane. Mr. Lane explained they had fixed the flag pole at the Chamber, took care of the steps at Shivers Park, the Farmer's Market restroom issue is resolved, the Christmas lights were down and the stumps at Mr. Hodges house have been removed. He stated the Spring clean-up would be in April and they would be putting a dumpster at the old Roulhac site instead of Main St. Ms. McCall asked about putting it at MLK and Church Ave. Mayor Andrews said the T.J. Roulhac location was a good place. Mr. Russell asked if Mr. Lane could do a chart with locations of dumpsters. Mr. Lane stated the storm debris pick up we did 19 tons and for residential 64.25 tons. Mr. Russell stated the cross at the cemetery needs to be pressure washed and if he could look at the erosion issues on Warren Avenue. Ms. McCall asked about the fan at the Historical Society being replaced. Mr. Lane stated they are working on it. Ms. McCall asked about the one-way sign at the post office that is covered and that mail trucks are going out the wrong direction and said it was the same at the Pawn Shop. Mr. Lane stated he would look into it. Mr. Russell asked how many

men his department was down. Mr. Lane stated four, but they were in the process of hiring two. Mayor Andrews asked if Mr. Lane could speak with the post master regarding the safety issue of the mail trucks going out the wrong direction. Mr. Lane stated he would. Mr. Lane stated the Garden Club did a lot of work downtown and he wanted to thank them for doing that. Mr. Russell asked if we could put a thank you on Facebook. Discussion ensued.

Water Utilities – Jimmy Cook. Mr. Cook explained they have been putting up gates and cleaning at the new sprayfield. He stated the storm was an issue and they lost power. Discussion ensued.

Finance – Patrice Tanner. Mrs. Tanner explained everyone is staying busy. She stated for the GPS and kiosk project the amendment to the purchasing policy is on the agenda because it's not clear on cooperative purchasing. This is just doing a good explanation for the changes she is making to help the city be able to purchase off these government purchasing contracts instead of having to bid it without fear of going against audit procedures. That item will assist with these items because with the GPS systems, the most commonly used vendor is Verizon who has been highly recommended and there are other companies as well that would all fall under some type of purchasing contract. You could utilize the purchasing policy for that because they've already done the bidding process. GPS is one project and the kiosk is another one, so if council approves the changes then I can move forward quickly to get these other items taken care of. She stated the procurement cards, GPS and Performance Management can be brought to council next month. Discussion ensued.

Administration – Patrice Tanner. Mrs. Tanner explained the following project updates: Chipley Downtown Redevelopment Plan – This was put out to bid and we are setting up a meeting with the state to request an extension. If we get the extension we hope to get more responses; Historical Society Museum – They have started work on this project; First Responder Emergency Equipment - The State is working on an extension for this project; Chipley Lead Service Line Repair - there is not a resolution to bring to council due to the increased amount but they are not requiring it, they just requested additional information; Council Chambers Audio/Visual/Livestream Upgrade - We received one quote and I will push to get the other one back by Tuesday for discussion and possible approval; City Hall Generator - FDEM has reached out to us and asked additional questions. It sounds promising as long as we justify the size of the generator; Chipley Mongoven Building – The contract is on the agenda for approval Tuesday night. We met this week going over last-minute utilities and procedures. Brett Melvin is here for any questions. They will start once the contract is signed and bonds are taken care of. Then we will meet again for a Pre-con and then meet with business owners for safety concerns prior to the start date. Mr. Russell asked about the timeline. Mr. Melvin stated when the Notice to Proceed is issued to the contractor that starts the clock so probably around the first of March; Public Works Building Solar Panel Project – The engineer's recommendation for bid award is on the agenda for approval on Tuesday night. The bid came in less than planned; Voluntary Annexation Project – These two ordinances are on the agenda for first reading on Tuesday night. Discussion ensued.

Ms. McCall asked about the problem with the utility bills. Mrs. Tanner stated it has been taken care of. No further discussion.

Mrs. Cain stated that Mrs. Tanner drove her personal vehicle to Legislative Days and she wants her to get reimbursed for the mileage. No further discussion.

G. PRESENTATIONS

- 1. Proclamation Recognition of Kenneth Rustin for 50 Years as a Volunteer Fireman (Council Meeting only)
- 2. Proclamation 211 Day 2024 (Council Meeting only)

H. CONSENT AGENDA

I. AGENDA ITEMS

 Ordinance No. 981 (First Reading) – Amendment to the Future Land Use Map – Annexation. Mrs. Tanner explained this will amend the Future Land Use Map annexing Parcels #00-2245-0000 located at 1240 Panhandle Lane & #00-2245-0003 located at 1237 Panhandle Lane, a total of approximately 8.96 acres, to the Medium Density Land Use Category. Mrs. Tanner read Ordinance No. 981 by title:

> AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS <u>MEDIUM</u> <u>DENSITY RESIDENTIAL</u>; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

No further discussion.

2. Ordinance No. 982 (First Reading) – Amendment to Chapter 2 – Administration. Mrs. Tanner explained this will approve an amendment to the Future Land Use Map annexing Parcel # 00-2222-0001 located at 1447 Main Street, a total of approximately 3.52 acres, to the Commercial Land Use Category. Mrs. Tanner read Ordinance No. 981 by title:

> AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS <u>COMMERCIAL</u>; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A <u>SMALL SCALE</u> <u>AMENDMENT</u> TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

No further discussion.

- 3. Resolution No. 24-15 Chipley Redevelopment Agency Business Mentoring Program. Mr. Maxwell explained this is the revitalization of a project from several years ago that was dropped for various reasons. He stated they have been working to coordinate with the Small Business Development Center at the University of West Florida for things like planning and reviewing of business plans. He stated they now have a CPA on the CRA Board who has volunteered her time to assist with the finances. He stated their initial goal would be two businesses per year. Discussion ensued.
- 4. **Resolution No. 24-16** Chipley Redevelopment Agency Budget Amendment. Mr. Maxwell stated they have been talking for some time about bringing on a part-time administrative

assistant to help with various things. Mrs. Tanner explained this will increase the budget from \$2,325 per month to \$3,824 per month. Discussion ensued.

- 5. Amendment to CRA Administration Agreement Chipley Redevelopment Agency. Mayor Andrews explained this just deals with the amendment to the resolution that we just discussed. No further discussion.
- 6. Code Enforcement Fine Forgiveness Case No. 375 653 Bennett Drive. Mrs. Tanner explained this is for a fine forgiveness in the amount of \$100 for Case No. 375, Stephanie Broxton. She stated Mrs. Broxton had to put out money along with the CRA funding for the demolition which was an undue burden for her. Mayor Andrews stated the property was cleaned up during the MLK Day of Service Community Clean-Up. No further discussion.
- 7. Employee Classification Document Change Fire Department. Mrs. Tanner explained that this will approve a change in the employee classification document to include changing a full-time Fireman to a part-time Station Attendant. Chief Aycock stated the reason is that a fireman has to have certain qualifications and a station attendant doesn't have to. The position will test fire hydrants and we will be able to use different people when they are available to do the work. Discussion ensued.
- 8. Disposition of Property Fire Department. Mr. Aycock explained this will approve the disposition of a 2018 Hoshizaki ice machine which had to be replaced due to the machine breaking down and excessive maintenance costs. He stated they have had issues with the machine for two years and the repair cost would be \$3,500.00 so a new machine was the better option. No further discussion.
- **9. Disposition of Property** Fire Department. Mr. Aycock explained this will approve the disposition of eleven (11) Firehawk Airpacks with cylinders and masks which have been replaced with updated compliant packs. Mayor Andrews asked if the Campbellton Fire Department had been contacted. Mr. Aycock said there were several departments in Holmes County that would get some but he could reach out to Campbellton also. Discussion ensued.
- 10. Award of Bid No. 2024-02 Public Works Building Solar Panel Project. Mrs. Tanner explained the City had advertised for Solar Panels which will power the Public Works Facility to offset increasing energy costs, improve energy resilience, and reduce the city's environmental footprint. Bids were received and reviewed by David H. Melvin, Inc. Funding is from the Florida Department of Agriculture & Consumer Services, Florida's Fiscally Constrained Energy Efficiency Program in the amount of \$200,000.00. She stated she had received a letter of recommendation from the engineer for Alternative Energy Services in the amount of \$88.190.00. No further discussion.
- 11. Mongoven Building Demolition Contract Break-N-Ground, LLC. Mrs. Tanner explained this will approve the Mongoven Building Demolition Contract with Break-N-Ground, LLC in the amount of \$273,500.00. Bids were received and reviewed by David H. Melvin, Inc. Council awarded the bid last month and this is for the contract. No further discussion.
- 12. Resolution No. 24-17 Amendment to Purchasing Policy. Mrs. Tanner explained this is in our current policy but it is not very clear so this will be helpful for auditing purposes. You will see under section 5 the cooperative procurement to include purchasing through professional procurement organizations as well as piggybacking off the contract of other public entities. No further discussion.
- 13. Special Event Application Thursday Night Lights. Mrs. Kristin Martin explained this is for what they have been doing each month and are just extending the event February through September. She stated road closures won't be utilized every month but they can pull the closure

signs if needed. Ms. McCall asked if CRA could pay for police officers for bigger events. Mr. Russell stated maybe a grant application could be filled out for that type of service. Mrs. Martin stated the reason she founded Project Downtown Chipley was to have a board so they can go after grants. Mrs. Tanner stated council had discussed waiving fees for events that would bring the community together. She stated the Mongoven Building demolition could affect the event but the contractor would coordinate with the city. Mrs. Martin stated the downtown merchants would like to help decorate for Christmas and would take on the street they are located on. Discussion ensued.

14. Old Dairy Dip Property – Discussion. Mrs. Tanner explained the new Dollar General has expressed interest in purchasing the old Dairy Dip property. She stated she has given them the total of attorney fees, taxes, and asbestos survey in the amount of \$11,827.67. She stated they had asked her to discuss with Council to see if there would be a possibility of purchasing the property. Mrs. Tanner added for Council to keep in mind that the city will also have expenses of demolition and putting in sidewalks if we keep the property. Mr. Russell asked if they might give an offer by Tuesday. Mrs. Tanner stated she would call them tomorrow and discuss.

J. OTHER BUSINESS

Mayor Andrews stated that Sherri Biddle is planning the Easter Egg Hunt on March 27th and the Council would be providing chips if the Council members would like to help with the cost.

Mr. Maxwell thanked the Council and Public Works for getting the flag pole completed at the Chamber.

K. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:10 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell, City Clerk

City of Chipley Council Minutes Minutes February 13, 2024 at 6:00 p.m.

Attendees:

Ms. Tracy Andrews, Mayor Mrs. Linda Cain, Council Member Mrs. Michelle Jordan, City Attorney Mr. Kevin Russell, Mayor Pro-Tem Ms. Cheryl McCall, Council Member

Others Present Were:

Mrs. Patrice Tanner, Asst. City Admin./City Clerk Mr. Scott Thompson, Police Chief Ms. Sherry Snell, City Clerk

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

A. CALL TO ORDER

The meeting was called to order by Mayor Andrews at 6:00 p.m.

B. PRAYER AND PLEDGE

Prayer was given by Council Member McCall and Mayor Andrews led the pledge to the American Flag.

C. APPROVAL OF AGENDA

Mayor Andrews added item # 14 Council Chamber Upgrades & Livestreaming Quotes.

D. CITIZENS REQUEST

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial *9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

There were no comments.

E. APPROVAL OF MINUTES

- 1. Regular Council Workshop January 4, 2024
- 2. Regular Council Meeting January 11, 2024
- 3. Special Council Meeting January 23, 2024

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the minutes as presented. The motion passed unanimously.

F. PRESENTATIONS

- 1. **Proclamation** Recognition of Kenneth Rustin for 50 Years as a Volunteer Fireman. Mayor Andrews and the City Council presented a Proclamation and plaque honoring Mr. Kenneth Rustin for 50 years of service to the City of Chipley Fire Department. The Council unanimously agreed to make February 13, 2024 Kenneth Rustin Volunteer Firefighter Day. Discussion ensued.
- 2. **Proclamation** 211 Day 2024. Mayor Andrews read the Proclamation to recognize February 11, 2024 as 211 Awareness Day. No further discussion.

H. CONSENT AGENDA

- 1. Resolution No. 24-15 Chipley Redevelopment Agency Business Mentoring Program.
- 2. Resolution No. 24-16 Chipley Redevelopment Agency Budget Amendment.
- 3. Amendment to CRA Administration Agreement Chipley Redevelopment Agency.
- 4. Employee Classification Document Change Fire Department.
- 5. Disposition of Property Fire Department.
- 6. Disposition of Property Fire Department.
- 7. Resolution No. 24-17 Amendment to Purchasing Policy.
- 8. Special Event Application Thursday Night Lights.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve the consent agenda items. The motion passed unanimously.

I. AGENDA ITEMS

1. Ordinance No. 981 (First Reading) – Amendment to the Future Land Use Map – Annexation. Mrs. Tanner read Ordinance No. 981 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS <u>MEDIUM</u> <u>DENSITY RESIDENTIAL</u>; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

Mrs. Tanner explained this is one of the voluntary annexations that we worked on for Parcels #00-2245-0000 located at 1240 Panhandle Lane & #00-2245-0003 located at 1237 Panhandle Lane, a total of approximately 8.96 acres, changing to the Medium Density Land Use Category. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the first reading of Ordinance No. 981. The motion passed unanimously.

2. Ordinance No. 982 (First Reading) – Amendment to Chapter 2 – Administration. Mrs. Tanner read Ordinance No. 981 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS <u>COMMERCIAL</u>; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A <u>SMALL SCALE</u> <u>AMENDMENT</u> TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

Mrs. Tanner explained this is a 2nd voluntary annexation for Parcel # 00-2222-0001 located at 1447 Main Street, a total of approximately 3.52 acres, changing to the Commercial Land Use Category. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the first reading of Ordinance No. 982. The motion passed unanimously.

- **3. Resolution No. 24-15** Chipley Redevelopment Agency Business Mentoring Program. (Moved to Consent Agenda).
- **4. Resolution No. 24-16** Chipley Redevelopment Agency Budget Amendment. (Moved to Consent Agenda).
- **5.** Amendment to CRA Administration Agreement Chipley Redevelopment Agency. (Moved to Consent Agenda).
- **6.** Code Enforcement Fine Forgiveness Case No. 375 653 Bennett Drive. Mrs. Tanner explained this is for a fine forgiveness in the amount of \$100 for Case No. 375, Stephanie Broxton. The building has been demolished and the property has been cleaned up and the property is now in compliance. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Code Enforcement Fine Forgiveness for 653 Bennett Drive in the amount of \$100.00. The motion passed unanimously.

- 7. Employee Classification Document Change Fire Department. (Moved to Consent Agenda).
- 8. Disposition of Property Fire Department. (Moved to Consent Agenda).
- 9. Disposition of Property Fire Department. (Moved to Consent Agenda).
- 10. Award of Bid No. 2024-02 Public Works Building Solar Panel Project. Mrs. Tanner explained the City had advertised for Solar Panels which will power the Public Works Facility to offset increasing energy costs, improve energy resilience, and reduce the city's environmental footprint. Bids were received and reviewed by David H. Melvin, Inc. Funding

is from the Florida Department of Agriculture & Consumer Services, Florida's Fiscally Constrained Energy Efficiency Program in the amount of \$200,000.00. She stated the lowest bid was from Alternative Energy Services, Inc. in the amount of \$88,190.00 and is contingent on the Florida Department of Agriculture & Consumer Services approval. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the Award of Bid No. 2024-02 to Alternative Energy Services, Inc. in the amount of \$88,190.00 contingent on the Florida Department of Agriculture & Consumer Services approval. The motion passed unanimously.

11. Mongoven Building Demolition Contract – Break-N-Ground, LLC. Mrs. Tanner explained Council approved the award to Break-N-Ground, LLC last month and this will approve the Mongoven Building Demolition Contract with Break-N-Ground, LLC in the amount of \$273,500.00. Bids were received and reviewed by David H. Melvin, Inc. They also contacted references for other projects they have done, one of them they noted was the administration building for Lynn Haven. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Mongoven Building Demolition Contract to Break-N-Ground, LLC in the amount of \$273,500.00. The motion passed unanimously.

- 12. Resolution No. 24-17 Amendment to Purchasing Policy. (Moved to Consent Agenda).
- 13. Special Event Application Thursday Night Lights. (Moved to Consent Agenda).
- 14. Council Chamber Upgrades & Livestreaming Quotes. Mrs. Tanner explained she had received two quotes for the upgrades that Council wanted to have done as soon as possible. She stated in lieu of bidding we received two quotes from local companies and anything under \$35,000 can be approved without bids. The quotes were from Studio D in the amount of \$24,349.00 and Mitchell Sight & Sound in the amount of \$33,169.64. She added that with Mitchell Sight & Sound the total would come down if the tv's were not the same brand, which would make the cost \$26,269.67. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the bid from Studio D in the amount of \$24,349.00. The motion passed unanimously.

J. OTHER BUSINESS

Mrs. Cain asked about Dollar General and the property adjacent to it. Mrs. Tanner stated she spoke with Tyler Graybel with Terramore Development and he stated they will need time to look for potential environmental concerns on the property and look at the price. He said he would let her know something by the end of the month.

Mrs. Tanner explained she had given Council a printout of the website redevelopment timeline. She stated it is progressing but it is very time consuming. The timeline has been approved and the website will be finished in July.

Mrs. Tanner stated she had reached out to Legendary Lawn Maintenance regarding the bushes in front of City Hall. They can demo the bushes, backfill, sod one wall for a few thousand dollars. She added that they are not landscapers and maybe we could get the Garden Club to give some low maintenance plant ideas. Mr. Russell stated he would like Public Works to be involved as well. Mrs. Tanner stated she has been working on it with Mr. Lane. She stated the Garden Club would be a great help in this project. Ms. McCall stated she would discuss with them. Mrs. Tanner added that Legendary gave a price for winter seed where the grass would stay green year-round. The costs for City Hall - \$1725.00 per year; Farmer's Market - \$1050.00 per year; and Chamber of Commerce - \$1050.00 per year. The Council agreed that they were not in favor of the additional cost for the winter grass.

Mrs. Tanner stated ArtKidDoo would be held this Saturday at Shivers Park from 11 am -2 pm and the City would have a tent with employees for children to do painting and handing out coloring books.

K. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:38 p.m.

	City of Chipley
Attest:	Tracy L. Andrews, Mayor
Sherry Snell, City Clerk	

14

COC: Current Litigation

as of February 27, 2023

Attorney	Case Name	Court Judge Docket No.	Description	Outside Counsel	Parties	osin g		Person in Charge of Lit Hold	
Goldhagen, Matt	COC v Annie Holmes	Court: Washington Co Circuit Civil Case No. 2023-CA-07 Judge: Christopher Patterson Magistrate Judge: N/A	Foreclosure of Code Enforcement Lien / N. Church Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9693	Plaintiff(s): City of Chipley Defendant(s): Annie Holmes Third Parties: N/A		Ν		1/13/23 - Complaint filed & Summons Issued. Waiting on USPS PO Box Req to come back with Street Address for Service of Complaint & Summons. 2/14 Sent Summons & Complaint to Sherrif for service upon Defendant. 4/10/23 - Waiting for ROS from Sherrif. 5/11/23-Receive Return of Non Service. 6/26/ Waiting on service by Publication due being unable to serve Annie Holmes. 7/26/23 - Proof of Publication for 7/12/23 & 7/19/23 filed. Waiting for Proof of Publication for 7/26/23 & 8/2/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. 8/22/23 - Clerk's default entered. Need to file Motion to Default Judgment & schedule hearing. 9/20/23 - Filed Notice of Substitution of Cours 12/22/23 - File Motion for Default Judgment.
Goldhagen, Matt	COC v Jeremie & Carlie Peters et al	Court: Washington Co County Civil Case No. 2023-CC-41 Judge: Frederick Peel Magistrate Judge: N/A	Foreclosure of Code Enforcement Lien / 1471 S. Railroad Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9694	Plaintiff(s): City of Chipley Defendant(s): Jeremie Peters, Carlie Petres, Kathy J. Warrington n/k/a Kathy Hartzog, John E. Hartzog, & Fareoffercashnow, Inc. Third Parties: N/A		Ν		1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and othe pleadings. 5/1/23 - Complaint, Notice of Lis Pendens & Notice of Appearance w/Court. 6/23/23 - waiting on returns of service. 7/26/23 - FairOffer served o 7/20/23 & 8/9/23 Answer due deadline calendared. Kathy & John Hartzog se of 7/26/23 & 8/15/23 Answer due deadline calendared. Kathy & John Non-Servic filed on 7/26/23 for Carlie Peters, may reside in Destin. 8/25/23 - Still awaitin service upon Carlie Peters and Jeremie Peters. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - No answers filed. 12/22/23 - Motions for default being prepared.
Goldhagen, Matt	COC v. Estate of Joseph R. Ledlow et al	Court: Washington Co Circuit Civil Case No. 2023-CA-59 Judge: Christopher Patterson Magistrate Judge: N/A	Foreclosure of Code Enforcement Lien / 1278 Holley Ave. & 492 2nd Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9695	Plaintift(s): City of Chipley Defendant(s): Estate of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased		Ν		1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and othe pleadings. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearand filed w/Court. Waiting for service by Publication. 7/26/23 - Publications scheer for 7/26/23, 8/2/23, 8/3/23, 8/3/6/23. 8/16/23. 8/18/23 - Filed Notice of Filing Affidavi Publications. Need to file Motion to Appoint Admin Alitem. 9/20/23 - Filed No of Substitution of Counsel. 11/15/23 - Received a second recorded Order. Waiting for title work. Will amend the complaint to include new lien. 12/22/23 Appoint Ad. Litem & Amend complaint to include 492 2nd Street CE Lien. 2/2 Filed Amended Complaint and Motion to Appoint AAL and received Order
Goldhagen, Matt	COC v. Estate of Mary C. MyDosh et al.	Court: Washington Co County Civil Case No. 2023-CC-39 Judge: Frederick Peel Magistrate Judge: N/A	Foreclosure of Code Enforcement Lien / 589 Main Street & 592 Main Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9697	Plaintiff(s): City of Chipley Defendant(s): Estate of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis; Charles Smejkal, Jr.; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis, Deceased		z		2/9/23 - Requested Title Work. 4/24/23 - Draft Complaint, Summons, Notice 4 Action, Notice of Lis Pendens, Affidavit of Const. Service, Notice of Appearar and emailed to JAM for review. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. Waiting on service. 6/23/23 - Waiting on service by publication. 7/26/23 - Waiting on Return of Service for Smejkal & of publications (publications are scheduled for 7/26/23, 8/2/23, 8/9/23, & 8/16 8/18/23 - Filed Notice of Filing Affidavit of Publications. Need to file Motion fc Clerk's Default & Appoint Admin Alitem. 9/20/23 - Filed Notice of Substitution Counsel. 11/30/23 - In process of getting admin ad litem/attorney ad litem appointed. 12/22/23 - Drop Count I of Complaint & Appoint Ad. Litem. 1/3/24. Amended Complaint to drop Count I & file Motion to Appoint AAL. 1/5/24 - Received Order Appointing AAL - Kristi Novonglosky. Waiting to receive AAL report.
Goldhagen, Matt	COC v. Nancy Elizabeth White	Court: Washington Co. Case No. N/A Judge: N/A	Foreclosure of Code Enforcement Lien / 737 Sinclair St.	Matt Gotonagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om	Third Parties: N/A Plaintiff(s): City of Chipley Defendant(s): Nancy Elizabeth White		Ν		2/24/23 - Need to bring motion back to magistrate to enter an amended order identifies both parcels (correct scriviners error). 3/20/23 - Tax deed sale scheduled. COC filed claim for surplus funds. 12/22/23 - Interpleader suit file
Goldhagen, Matt	COC v. Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased et al	Magistrate Judge: N/A Court: Washington Co Circuit Civil Case No. 2023-CA-47 Judge: Christopher Patterson Magistrate Judge: N/A	Foreclosure of Code Enforcement Lien / 1209 Campbelton Ave	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9699	Third Parties: N/A Plaintiff(s): City of Chipley Defendant(s): Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Dennie Gilmore a/k/a Dennie Gilmore, Deceased Failmung, Caty & Comprey		Z		1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed w/Atty re: file complaint. 4/10/23 Notarized Aff. Const. Service. File Complain Summons, NOA & NOLis Pendens. Notice of Action in Foreclosure publicatic currently running and will be complete on 5/10/23. Answer to complaint due 19. 6/23/23 - Drafting motion to appoint administrator ad litem for estate. 9/2 Filed Notice of Substitution of Counsel. 11/30/23 - In process of getting admi litem/attorney ad litem appointed. 1/3/24 - File Motion to Appoint AAL. 1/5/24 Received Order Appointing AAL - Kristi Novonglosky. Waiting to receive AAL report.
Goldhagen, Matt	COC v. Estate of Martha Pippin	Court: Washington Co. Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 777 West Boulevard & 499 Martin Luther King Drive		Plaintin(S): City of Compley Defendant(S): Estate of Martha D. Deal Pippin; Michael Brian Tyalor; Amanda Taylor		Y		5/17/23 - Possible Homestead property. 12/22/23 - Prepare complaint.

Г

COC: Current Litigation

as of February 27, 2023

as of Februa	ary 27, 2023								
Goldhagen, Matt	COC v. Richard Barrentine	Court: Washington Co. Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 1219 Johnson Avenue	Mark Goldnagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om	Defendant(s): Richard Barrentine and Diana Barrentine	у		4/28/23 - Waiting for recorded lien. 8/28/23 - received title work. 9/	F, Item
Goldhagen, Matt	COC v.BC Graham Theological Seminary	Court: Washington Co County Civil Case No. 2023-CC-81 Judge: Frederick Peel Magistrate Judge: N/A	Foreclosure of Code Enforcement Lien / 1218 Campbellton Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9702	Plaintiff(s): City of Chipley Defendant(s): BC Graham Theologial Seminary Third Parties:	Ν	2/24/23 - Need to bring motion back to magistrate to enter an amended order that identifies both parcels scriviners scriviners scriviners scriviners scriviners ascheduled. COC filed daim for surplus funds. 1/22/2/24 - Hearing on Motion for Interpleader suit filed. 2/26/24 - Hearing on Motion for Interpleader heard on 1/30/24 granting Motion was entered on 1/31/24.	-4/28/23- Waiting for recorded lien. 8/25/23 - Waiting for title work. 9/19/23 - File Complaint, Summonses, Notice of Lis Pendens, and Notice of Appearance. 10/10/23 - g. McGhee, D. Davis, J. Wllson & M. Wilson served. Wilson filed Mtn to Dismiss. 10/19/23 - Return of Non Service re: BC Graham. 10/24/23 - Peel Recusal Order entered & Order of Reassignment to Judge Roberts. 10/27/23 - Return of Non Service re: J. Kirkland. 12/22/23 - Stipulation for Dismissal prepared. 1/29/23 Case dismissed with prejudice.	
Goldhagen, Matt	COC v. Sandra Brewer	Court: Washington Co. Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 746 West Blvd.	Chipley, FL 32428	Plaintiff(s): City of Chipley Defendant(s): Sandra Brewer and Iplusive Expressions, LLC Third Parties:	Ν		4/12/23 - Lien recorded. 8/25/23 - Waiting for title work. 12/22/23 - Prepare Complaint	
Goldhagen, Matt	COC v. Stephanie Broxton	Court: Washington Co Circuit Civil Case No. 2023-CA-86 Judge: Christopher Patterson Magistrate Judge: N/A	Appeal of Code Enforcement Lien / 653 Bennett Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90	Plaintiff(s): City of Chipley Defendant(s): Stephanie Broxton Third Parties:	z		6/22/23 - Order finding Violation. 30 day waiting period for appeal. Broxton filed appeal 31 days after Order. COC filed Motion to Dismiss. 8/22/23 - Judge denied Motion to Dismiss. 10/26/23 - Order dismissing appeal due to Appellant's failure to file the required brief. 12/22/23 - Waiting on direction from Council - CRA gran received.	
Goldhagen, Matt	COC v. Joshua Deans	Court: Washington Co. Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 745-763 1st Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om	Plaintiff(s): City of Chipley Defendant(s): Joshua Deans and Jeremy Deans Third Parties:	Ν		6/22/23 - Order finding Violation. 30 day waiting period for appeal. 9/25/23 - Waiting for title work.	
Goldhagen, Matt	COC v. Latonia Mckinnie	Court: Washington Co. Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 1167 6th Street	(850) 638-9707 Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9708	Plaintiff(s): City of Chipley Defendant(s): Latonia Mckinnie Third Parties:	Ν		6/22/23 - Order finding Violation. 30 day waiting period for appeal. 11/15/23 - Received recorded Order. Waiting for title work. 12/22/23 - Follow up w/TD re: magistrate.	
Goldhagen, Matt	Lora Bell v. COC	Court: Washington Co Circuit Civil Case No. 2023-CA-77 Judge: Christopher Patterson Magistrate Judge: N/A	Interpleader Complaint / 737 Sinclair Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428	Plaintiff(s): Hon. Lora Bell, Clerk of Court Defendant(s): City of Chipley, Nancy E. White, Amy K. Hill, William M. Hill, Andrew H. Hill, Tina M. Hill, Monica N. Hill, Christina Hill, and Teannah Hill Third Parties: N/A	z		7/18/23 COC served with Complaint. Answer filed 8/9/23. 9/20/23 - Filed Notice of Substitution of Counsel. 11/17/23 - Clerk filed motion for interpleader. Hearing hasn't been scheduled due to all parties not being personally served. 1/23/24 Hrg on Bell's Motion for Judgment of Interpleader scheduled for 1/30/24. 2/26/24 - Hearing on Motion for Interpleader heard on 1/30/24 & Order granting Motion wa entered on 1/31/24.	1

Г

COC: Current Litigation

as of February 27, 2023

s of Februa	ry 27, 2023			1	Plaintiff(a): Chiplay Police	-	Г		Section F, It
Goldhagen, fatt	CPD v. Nipul Metha	Court: Washington Co Circuit Civil Case No. 2023-CA-85 Judge: Christopher Patterson Magistrate Judge: N/A	Forfeiture	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9710	Plaintiff(s): Chipley Police Department Defendant(s): Nipul Metha, Atul Modi, and Nitya, Inc. d/b/a Gas Mart/77 Gas Mart Third Parties: N/A	N		8/4/23 - Petition for Final Order of Forfeiture filed with the Court. 8/ Modi and Gas Mart served with Petition & Summons. 8/25/23 - Ser Metha. 1/29/24 File Motion for Prob. Cause. 2/23/24 Metha served statement w/Court.	ve Nipul
Goldhagen, Matt		Court: Washington Co Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 5871 7th Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9689	Plaintiff(s): City of Chipley Defendant(s): [DEFENDANT] Third Parties: [THIRD PARTIES]	N		12/22/23 - Special Magistrate to amend order to correct address.	
Goldhagen, Aatt	COC v. Terry Davis	Court: Washington Co Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 504 MLK Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9689	Plaintiff(s): City of Chipley Defendant(s): Terry Davis Third Parties: [THIRD PARTIES]	N		[DESCRIPTION OF RECENT FILINGS AND PROCEDRUAL POS	[URE]
Goldhagen, Matt	COC v. Edith Juanita Hogan	Court: Washington Co Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 737 Pecan Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9689	Plaintiff(s): City of Chipley Defendant(s): Edith Juanita Hogan, Third Parties: [THIRD PARTIES]	N		[DESCRIPTION OF RECENT FILINGS AND PROCEDRUAL POS	FURE]
Goldhagen, Aatt	COC v. Thelma Wood	Court: Washington Co Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 771 Pecan Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9689	Plaintiff(s): City of Chipley Defendant(s): Thelma Wood Third Parties: [THIRD PARTIES]	N		[DESCRIPTION OF RECENT FILINGS AND PROCEDRUAL POS	[URE]
	COC v. Pamela Moore et. al.	Court: Washington Co Case No. Judge: Magistrate Judge:	Foreclosure of Code Enforcement Lien / 869 Chesnut Hill	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9689	Plaintiff(s): City of Chipley Defendant(s): Pamela Moore, David A. Marshall Third Parties: [THIRD PARTIES]	N		[DESCRIPTION OF RECENT FILINGS AND PROCEDRUAL POS	[URE]
Goldhagen, Aatt	Chipley Course, LLC v. COC	Court: Washington Co Circuit Civil Case No. 2023-CA-123 Judge: Magistrate Judge:	Breach of Contract - Dec. Judgment	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9689	Plaintiff(s): Chipley Course, LLC Defendant(s): City of Chipley Third Parties: [THIRD PARTIES]	N		12/22/23 - Prepare Complaint re: dec. relief. 1/25/24 Receive Amer from Chipley Gulf Course. Draft Answer to Amended Complaint an for Declaratory Relief. 2/7/24 COC filed an Answer and Countercla	d Counterclaim
Goldhagen, Matt	Godfrey Environmental	Court: Washington Co Case No. Judge: Magistrate Judge:	Godfrey Environmental	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.c om (850) 638-9689	Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] Third Parties: [THIRD PARTIES]	N		12/22/23 - Monitor. Dismissed w/o prejudice	

Г

Chipley Request for Legal Services Form (Responses)

2024.03.04.M

Section F, Item1.

<u>Tracking</u> Number	Timestamp	Email Address	Legal Service Requested	Summary of Request	<u>Date</u> Submitted	<u>Response</u> Deadline	Contact Name	<u>Supporting</u> Documentation for Request	<u>MBJ</u> Reviewed	Notes	Status
24-001	1/3/2024 9:08:04	tdonjuan@cityofch	Request for Formal Written Opinion to City Council	We spoke the other day about the new business coming in downtown that will be selling alcoholic beverages and will be having food trucks. They are wanting to apply for alcoholic beverage license 8COP this is typically the license type for a restaurant. On the application the zoning officer is required to sign off for zoning. Would there be any issues if the City approved and signed off on this establishment.	1/3/2024		Tamara Donjuan		1/7/2024	Sent memo to TD, pending application	PENDING
24-002	1/18/2024 12:52:31		Request for Memo to Administration/ Staff (Legal Research)	Are skateboards allowed on City sidewalks and public areas where not prohibited. Florida Statute 316.2065(9) & (11) basically indicate that Skateboarders are pedestrians and may use the sidewalk and/or crosswalk to cross the roadway. Attorney General Opinion Number: AGO 98-15, reflects same statutes and same opinion. City Ordinance: Sec. 34-87 Bicycles, etc prohibited. states: No person shall ride a bicycle, tricycle or velocipede, or other such vehicle or toy over or upon any public sidewalk within the city. Does a skateboard fall into the category of "other such vehicle or toy"?	1/18/2024	1/23/2024	Scott Thompson	https://drive.google. com/open? id=1gbl0SeH9Nsq8LP4owU3 sOw328g23_R6i	1/19/2024	Sent memo to CST	Complete
24-003	1/30/2024 10:28:48	director@washco mall.com	Draft Document	Draft resolution for CRA budget amendment	1/30/2024	2/1/2024	Michael Maxwell		1/30/2024	Sent resolution to MM	Complete
24-004	1/30/2024 10:29:24	director@washco mall.com	Draft Document	Draft Council resolution adopting Business Mentoring Program	1/30/2024	2/1/2024	Michael Maxwell		1/30/2024	Sent draft resolution to MM	Complete
24-005	2/20/2024 9:49:25	tdonjuan@cityofch ipley.com	Document/Cont ract Review	I explained to the developer about a P&Z and city council approval would be needed because the property is located in our CDD. I never told him that he would have to rezone. He states that the new law that he does not have to conduct the review can you help on this and let me know if he is still required to go thru with the development procedures, we have for the CDD. I have will forward you the email. It will not attach correctly.	2/20/2024	2/29/2024	Tamara Donjuan		2/20/2024	Sent memo to TD	Complete

Chipley Redevelopment Agency March 2024 Report to Chipley City Council

- I. The CRA Board of Directors met on Tuesday, February 20, 2024.
- 1.2 The Board of Directors considered a Special Projects Grant Request from TJ Roulhac Enrichment & Activity Center to assist with relocating power lines and construction of a retention pond as part of an expansion to the current building. Rev. Leonard Blount was in attendance and detailed the project to the Board. Rev. Blount indicated he was still working on specifics of the project. The Board recommended he complete the Non-Profit Grant Application once he had the needed information. This will be reviewed next month.
- 1.3 The Board of Directors reviewed a revised version of the CRA Loan Application which dates to 2015. The Board recommended further review and to consult with the City Administrator and Attorney before moving forward. The Board would like to see complete, updated information on the loans so to avoid late payments, etc. Crystal Abel, our Board Member and resident CPA, offered to send monthly reminders to those with CRA loans. The Board concurred and asked Mike to consult with the City Administrator to work out the specifics.
- 1.4 The Board accepted the resignation from the Board of Rev. Malcolm O. Nelson and thanked him for his years of service to the CRA. It was also agreed that Summer Thomas be placed in nomination before the City Council to fill the vacancy.
- II. Fiscal Year 2024 Grants Status See Attached
- IV. Loan Balances as of 2.29.2024 See Attached
- IV. Account Balances as of 2.29.2024 See Attached
- V. The next CRA Meeting is scheduled for Tuesday, March 19 at 3:30 PM.

Respectfully submitted by

Michael D. Maxwell Executive Director

City of Chipley Chipley Redevelopment Agency FY 2024 Grant Summary

Grant Number	<u>Grantee</u>	Property Address	Type of Grant	Date Approved	<u>Amc</u>	ount Approved
01-2024	Sheri Graham	709 7th Street	Interior Improvement	10.17.2023	\$	12,000.00
02-2024	Stephanie Lee	653 Bennett Drive	Demolition Assistance	10.17.2023	\$	2,250.00
03-2024	Keisha Williams	1367A South Railroad	Interior Improvement	11.14.2023	\$	10,856.00
04-2024	Sheri Graham	709 7th Street	Exterior Improvement	11.14.2023	\$	14,714.00
05-2024	Sheri Graham	709 7th Street	Demolition Assistance	11.14.2023	\$	9,825.00
06-2024	Sheri Graham	709 7th Street	Exterior Infrastructure	11.14.2023	\$	3,000.00
07-2024	Mickey Knapp	1342 N. Railroad	Exterior Improvement	12.19.2023	\$	20,000.00
08-2024	Josh Landry	814 Main Street	Exterior Improvement	2.8.2024	\$	25,103.46
09-2024	Rena Harrell	808 Main Street	Exterior Improvement	2.8.2024	\$	16,170.00

\$ 113,918.46



Chipley Fire Department

February 2024 Monthly Activity Report From: Hunter Aycock, Fire Chief

	January	February	For the Year o	f 2023 -	2024
Type of Call	Totals	Totals	Total Calls		Responders
Structure Fires	3	3	Structure Fires	16	10
Vehicle Fires	0	1	Vehicle Fires	7	9
Wild land Fires	0	6	Wild Land Fires	21	8
Fire Alarms	0	1	Fire Alarms	28	7
Meeting (Business & Training)	2	3	Meetings	12	16
MVA (Traffic Crashes)	4	4	Sig 4 (Traffic Crashes)	23	8
First Responder	0	0	First Responder	0	0
Life Flight	0	0	Life Flights	0	0
Public Service Calls:	17	2	Public Service Calls:	43	8
			Average Response		9
Total # of calls for the month:	26	20	Total Calls:	150	
Total # of calls in the City:	13	6	Total City calls:	77	
Total # of calls in the County:	11	11	Total County calls:	61	
Total # of Mutual Aids:	0	5	Total Mutual Aids:	8	
Total # of Meetings:	2	3	Total Meetings:	12	

Hydrant testing is completed Inspection date for New Engine March 28th-30th, Planning on hosting a in service ceremoney upon arriv





City of Chipley

CODE ENFORCEMENT 1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6318



February 2024

1. Total Active Cases: 12

These active cases include subsection a) some cases may include multiple violations.

- a. Public Nuisance: 15
 - Junk, Trash and Debris: 8
 - Building/Structure Violations: 3
 - Junk Cars: 2
 - Overgrown Lots: 1
 - Fence Violations: 0
 - 911 Addressing Violations: 1
 - RV, Vehicle, Outbuilding used for residential living: 0
 - Zoning Violations (to include Signage): 0
 - Construction Container Violations: 0
 - Swimming Pool Violations: 0
 - Obstruction of Right-of-Way: 0
 - Permit Violations: 0
 - Pitbull Registration Violation: 0
 - Utilities Violation: 0
- 2. New cases opened this month: 21
- 3. Properties Posted this month: 3
- 4. Cases brought before this month's Special Magistrate: 0
- 5. Citations written this month: 0

6. Cases Closed this Month: 21

These closed cases include subsection b) some cases may include multiple violations.

- a. <u>7 of these closed cases are from previous months.</u>
- b. Public Nuisance: 21
 - Junk, Trash and Debris: 8
 - Building/Structure Violations: 0
 - Junk Cars: 0
 - Overgrown Lots: 1

- Fence Violations: 0
- 911 Addressing Violations: 0
- RV, Vehicle, Outbuilding used for residential living: 0
- Zoning Violations: 0
- Garbage Container Left at Roadside: 0
- Swimming Pool Violations: 0
- Obstruction of Right-of-Way (to include Signage): 13
- Permit Violations: 0
- Animal Control Violations: 0
- Utilities Violation: 0
- Outside Burning of Household Trash: 0
- Demo Debris: 0

9. Code Enforcement Verification: 10

- 1. 1213 Main Street
- 2. 1390 Forrest Avenue
- 3. 632 Bennett Drive
- 4. 868 2nd Street
- 5. 1611 Main Street
- 6. 809 Main Street
- 7. 714 7th Street
- 8. 1237 Court Avenue
- 9. 1369 Jackson Avenue
- 10. 1698 Main Street

10. Pit bull Registration: 0

11. Properties with Active Liens: 16

- 1. 1209 Campbellton Avenue 08/05/2020 Sent to attorney.
- 2. 589
- 3. 1278 Holley Avenue (Two Liens) 08/05/2020 & 08/26/2022 Sent to attorney.
- 4. 1471 S. Railroad Avenue 07/11/2022 Sent to attorney.
- 5. Church Avenue 07/11/2022 Sent to attorney.
- 6. 592 Main Street 09/19/2022 Sent to attorney.
- 7. 777 West Boulevard 01/09/2023 Sent to attorney.
- 8. 499 Martin Luther King Drive 01/09/2023 Sent to attorney.
- 9. 746 West Boulevard 4/12/2023 Sent to attorney.
- 10. 1214 Johnson Avenue 05/08/2023 Sent to attorney.
- 11. 1167 6th Avenue 8/10/2023 Sent to attorney.
- 12. 492 2nd Street 8/10/2023 Sent to attorney.
- 13. 504 Martin Luther King Drive 11/21/23 Sent to attorney.
- 14. 771 Pecan Street 12/4/23 Liens accruing.
- 15. 869 Chesnut Hill Street 12/4/23 Liens accruing.
- 16. 737 Pecan Street 1/11/24 Liens accruing.

Case Report

2/1/2023 - 02/29/2024

Case Date	Owner Name	Parcel #	Parcel Address	Description	Main Status
2/29/2024	VIVIAN MORRIS	00000000- 00-1139- 0000	708 PEACH ST	Abandoned materials, junk, trash	Active
2/28/2024	GWUAN REED	0000000- 00-1212- 0000	618 BENNETT DR	911 address / abandoned materials, junk, trash	Active
2/28/2024	Cabeeafl LLC / Sherri Wade	00000000- 00-2890- 0000	1294 MORRIS AVE	Abandoned material, trash	Active
2/23/2024	david Lorenzo Roulhac	00000000- 00-2682- 0000	566 MARTIN LUTHER KING DR	Abandoned materials, junk, trash	Active
2/23/2024	CHRISTOPHER & KRYSTAL WHITE	00000000- 00-2944- 0000	1257 PLUM AVE	Abandoned materials, junk, trash	Active
2/21/2024	ADRIAN SPEED AND ARIE LEE CARTHON	00000000- 00-2708- 0000	598 BENNETT DR	Disrepair	Active
2/9/2024	KIMMIE DARLENE COTA ESTATE AND HEIRS/TENANTS	00000000- 00-1539- 0000	639 GROVE ST	Junk vehicles, abandoned materials	Active
1/30/2024	WILLIAM HARRISON	00000000- 00-1993- 0000	1400 FORREST AVE	Junk vehicle, trash, abandoned materials	Active
1/18/2024	SHERWOOD APTS LTD % CARVER ENTERPRISES / AGENT	0000000- 00-2218- 0025	900 SOUTH EASTERN LOOP	Disrepair Structure	Active
12/29/2023	WASHINGTON COUNTY/JEFF MASSEY	00000000- 00-2891- 0000	1292 MORRIS AVE	Structure in disrepair, excessive grass, weeds, and vegetation	Active
12/28/2023	VIVIAN J & PERCY L MORRIS	0000000- 00-1170- 00004	1189 1ST AVE	Junk, trash, abandoned materials	Active

 WINSTON S & TAMMY ROBINSON	00000000- 00-2961- 0000	1385 WARREN AVE	Structure in Disrepair	Active

Total Records: 12

2/29/2024

Monthly Closed Cases

Case Date	Owner	Parcel #	Parcel	Description	Last Status	Main Status
	Name		Address		Change Date	
1/3/2024	ORVAL LOUIS & PATSY L GORDON	00000000- 00-1766- 0001	1389 FORREST AVE	junk, trash, abandoned materials	2/2/2024	Closed Case
1/16/2024	JAMES SPEARMAN	00000000- 00-2792- 0000	1330 OLD BONIFAY RD	Abandoned materials	2/7/2024	Closed Case
2/8/2024	UNKNOWN		HWY 77	Signage Right of Way	2/8/2024	Closed Case
2/8/2024	UNKNOWN		HWY 77	Signage Right of Way	2/8/2024	Closed Case
1/30/2024	STANLEY CARMICHAEL ESTATE	00000000- 00-2195- 0010	871 2ND ST	Abandoned materials, debris	2/21/2024	Closed Case
1/29/2024	ROBERT A & BETTY J FINCH ESTATE	00000000- 00-2258- 0131	968 Haywood Dr	Abandoned materials	2/21/2024	Closed Case
12/29/2023	l d & Joyce Hodges	0000000- 00-2867- 0000	539 2ND ST	Junk. rubbish, abandoned materials	2/21/2024	Closed Case
1/16/2024	ELMER & BEVERLY SIMMONS	0000000- 00-1082- 0000	753 EAST BLVD	Abandoned material, rubbish	2/21/2024	Closed Case
2/7/2024	BETTY J MASSALINE ESTATE / HEIR / TENANT	00000000- 00-1033- 0001	689 PECAN ST	Abandoned materials	2/21/2024	Closed Case
12/12/2023	JOHN BRIGHAM JR ESTATE / HEIRS	0000000- 00-2713- 0000	CAMPBELLTON	Rubbish, junk. abandoned materials, excessive grass, weeds, and vegetation	2/21/2024	Closed Case
2/21/2024	UNKNOWN		3rd Street	Signage	2/21/2024	Closed Case
2/21/2024	UNKNOWN		HWY 77	Signage	2/21/2024	Closed Case
2/21/2024	UNKNOWN		HWY 77	Signage	2/21/2024	Closed Case

2/1/2024 - 02/29/2024

					Secti	on F, Item4.
2/21/2024	UNKNOWN	 HWY 90	Signage	2/21/2024	Closed Correction	1
2/21/2024	UNKNOWN	HWY 90	Signage	2/21/2024	Closed Case	
2/27/2024	UNKNOWN	Old Bonifay Road	Signage	2/27/2024	Closed Case	
2/27/2024	UNKNOWN	HWY 77	Signage	2/27/2024	Closed Case	
2/28/2024	UNKNOWN	HWY 90	Signage	2/28/2024	Closed Case	
2/28/2024	UNKNOWN	Brickyard Rd	Signage	2/28/2024	Closed Case	
2/28/2024	UNKNOWN	Brickyard Rd	Signage	2/28/2024	Closed Case]
2/28/2024	UNKNOWN	Brickyard Rd	Signage	2/28/2024	Closed Case]

Total Records: 21

2/29/2024



CITY OF CHIPLEY PLANNING & ZONING REPORT FOR THE MONTH OF JANUARY 2024



TO: City Council **FROM:** Tamara Donjuan – Planning Officer **DATE:** March 1, 2024

(1) Land Use Compliance Certificates: 14

- 1 1424 Jackson Avenue Electric
- 2-1202 Jackson Avenue Roof Repairs
- 3 589 Main Street Home Renovations
- 4-1342 Railroad Avenue Roof Replacement
- 5-627 Bennett Drive-HVAC
- 6-613 Bennett Drive HVAC
- 7-1370 Jackson Avenue Roof Replacement
- 8 MLK Drive Storage Shed and Fence Installation
- 9-747 East Boulevard-HVAC
- 10 749 East Boulevard HVAC
- 11 1334 Jackson Avenue HVAC
- 12-1621 Main Street Generator Installation
- 13-763 West Boulevard Construction/Stormwater Management
- 14 1680 Main Street EV Charging Station

(2) Tree Removal Permits: 1

1 - 795 1st Street

(3) Demolition Permits: 4

- 1 1320 Jackson Avenue
- 2 1384 Railroad Avenue
- 3-1388 Railroad Avenue
- 4 707 7th Street 2 Buildings

(4) Zoning Changes: 0

(5) Planning and Zoning Hearing: 2

1 – 1680 Main Street 2 – 1218 Campbellton Avenue

(6) Signage Permit: 3

1 – 803 Main Street 2 – 1213 Main Street 3 – 1611 Main Street

- (7) Site Plan Reviews: 0
- (8) Development Orders: 0
- (9) Request to Site Manufactured Home Unit: 0
- (10) Request for Certificate of Appropriateness: 0
- (11) Moving Structure Permit: 1
 - 1-1224 Harrison Avenue
- (12) Zoning Verifications: 6
 - 1-1213 Main Street
 - 2-1611 Main Street
 - 3 809 Main Street
 - 4 714 7th Street
 - 5 1369 Jackson Avenue
 - 6-1698 Main Street
- (13) Solicitor Permit: 0
- (14) Alcoholic Beverages and Tobacco: 0

Permit Report

Section F, Item5.

02/01/2024 - 02/29/2024

Permit #	Permit Type	Permit Type	Permit Type	Applicant Name	Description	Land Use Designation	Owner Name	Parcel #	Parcel Address		Main Status
iroup:	Business Lice	ense									
545	Business License				License	Commercial	NLA CHIPLEY LLC	00000000- 00-2341- 0005	1698 MAIN ST	No	Closed
544	Business License			·	License	Commercial	LGP REALTY HOLDINGS LP	00000000- 00-1719- 0000	1369 JACKSON AVE	No	Closed
538	Business License			Farrah Suggs	Business License	Neighborhood Commercial	C4 INVESTMENTS LLC	00000000- 00-1835- 0000	714 7TH ST	No	Closed
536	Business License					Historic Commercial	BEACH STOP LLC	00000000- 00-1374- 0000	809 MAIN ST	No	Closed
532	Business License		100		Business License	Commercial	SWISS CAPITAL GROUP LLC	00000000- 00-2325- 0005	1611 MAIN ST	No	Closed
523	Business License			Florida Cooling Corportation	Business License	Commercial	PROPERTY MGMT OF NW FL LLC	00000000- 00-2188- 0000	1213 MAIN ST	No	Closed

Group Total: 6

Group: Demolition

546 Demolition	Regina Sherie Owens Graham	Demo 2 buildings	Commercial	Regina Sherie Owens Graham		705-709 7TH ST	No	Closed
522 Demolition	City of Chipley	Demo	Commercial		00000000- 00-1641- 0000	1320 JACKSON AVE	No	Closed

521 Demolition	City of Chipley	Demo	Commercial	CITY OF CHIPLEY	00000000- 00-1346- 0000	1384 RAILROAD AVE	No Section	Closed
520 Demolition	City of Chipley	Demo	Commercial	CITY OF CHIPLEY	0000000-	1388 NORTH RAILROAD AVE	No	Closed
	and a second							

Group: Land Use Compliance

Group Total: 4

	Land Use Compliance	House of Prayer Worship Center	Construction /Stormwater Completion		HOUSE OF PRAYER WORSHIP CENTER		763 WEST BLVD	No	Closed
	Land Use Compliance	Walmart	Generator Installation	Commercial	WAL-MART STORES EAST LP	0000000- 00-2336- 0000	1621 MAIN ST	No	Closed
	Land Use Compliance	Teramore Development	New Construction	Commercial	TERAMORE DEVELOPMENT LLC	00000000- 00-1640- 0000	1334 JACKSON AVE	No	Closed
	Land Use Compliance	Chipola Area Habitat for Humanity	HVAC Installtion	Low Density Residential	Chipola Habitat for Humanity	00000000- 00-1080- 0000	749 EAST BLVD	No	Closed
	Land Use Compliance	Chipola Area Habitat for Humanity	HVAC Installtion	Low Density Residential	Chipola Habitat for Humanity	00000000- 00-1080- 0000	747 EAST BLVD	No	Closed
	Land Use Compliance	Jabaris Howard	Storage Shed/Fence Installation	Low Density Residential	WYNN ANNIE B % MAURICE WYNN JR	00000000- 00-1237- 0000	MARTIN LUTHER KING DR	No	Closed
535	Land Use Compliance	Jimmie Russell	Roof Replacement	Commercial	JIMMIE L RUSSELL	0000000- 00-1628- 0002	1370 JACKSON AVE	No	Closed
534	Land Use Compliance	Randali Wynn	HVAC	Low Density Residential	Cheryl Wynn	00000000- 00-1061- 0000	613 BENNETT DR	No	Closed
529	Land Use Compliance	Rasheida Potter	HVAC	Low Density Residential	RASHEIDA PATRICK & P A POTTER	0000000- 00-1063- 0001	627 BENNETT DR	No	Closed

	Development Order	Waffle House Inc	EV Charging Stations	Commercial		00000000- 00-2341-	1680 MAIN ST		Open
					<mark>00</mark>		0007		
 Land Use Compliance		Mickey Knapp	Roof Replacement	Historic Commercial	MICKEY KNAPP		1342 NORTH RAILROAD AVE	No	Closed
 Land Use Compliance		WCDOCC		Public/Semi- Public/Educational	AGRICULTURE/STATE OF FLORIDA	00000000- 00-2006- 0000	1424 JACKSON AVE	No	Closed
 Land Use Compliance		Mary Sue & Dalton Barnes	Roof Repairs			00000000- 00-1418- 0000	1202 JACKSON AVE	No	Closed
Land Use Compliance		Michele Sheffield Suggs	Home Renovations		Michele Sheffield Suggs	00000000- 00-2840- 0000	589 MAIN ST	No	Closed

Group Total: 14

Group: Moving Structure

528 Moving Structure	Jimmy D Morris	Moving House	Low Density Residential	JAMES KEVIN MORRIS	0000000- 00-2173- 0000	1224 HARRISON AVE	No	Closed
							Group	Total:

Group: Sign

00000000- 1611 MAIN ST No Closed Commercial SWISS CAPITAL 533 Sign Sign World Signage GROUP LLC 00-2325-0005 PROPERTY MGMT OF 00000000-1213 MAIN ST No Closed 525 Sign Commercial James R. Signage 00-2188-Martinez NW FL LLC 0000 Historic AYERS PROPERTY 00000000-803 MAIN ST No Closed 516 Sign Tammy Signage 00-1368-Ayers Commercial LLC 0000

Group Total: 3

Group: Tree Removal

 Tree Removal		Elsie Gainey	Low Density Residential	00000000- 00-1785- 0000	795 1ST ST	Section F, Item

Group Total: 1

Group: Zoning Change

_	Zoning Change	Debra McGhee Davis	Small Amendment	Low Density Residential	DEBRA MCGHEE- DAVIS	00000000- 00-2698- 0001	1218 CAMPBELLTON AVE	No	Open
							-	Group	Total

Group: Zoning Verifications

Zoning Verifications		Lien One	Zoning Verification	Lucinda Kerr	00000000- 00-1211- 0006	1203 OLD BONIFAY RD		Closed
							Group	Total:

Total Records: 31

3/1/2024



SCOTT THOMPSON, 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

MONTHLY ACTIVITY REPORT February 1 to February 29, 2024

OFFENSE	NUMBER
WARRANT SERVICE	11
INFORMATION	2
STOLEN VEHICLE	1
RECOVERED STOLEN VEHICLE	1
SUSPICIOUS ARTICLE	1
SUSPICIOUS INCIDENT	1
WELFARE CHECK	2
IDENTIITY THEFT	2
MENTALLY ILL PERSON	1
MARCHMAN ACT	1
BAKER ACT	1
DISTURBANCE	3
PROWLER	1
DRUG CASE	3
SEX OFFENSE	1
VEHICLE ACCIDENT	1
FOUND/ABANDONED PROPERTY	2
TRESPASSING	3
HARASSMENT/THREATS	1
DECEASED PERSON	2
FRAUD	3
LOST/STOLEN/DECAL	1
BATTERY	2
DUI	1
THEFT	6
	55

TOTALS

	JAN	FEB
	(LAST MONTH)	(THIS MONTH)
TRAFFIC CITATIONS	19	13
TRAFFIC WARNINGS	132	69
TRAFFIC CRASHES	13	18



SCOTT THOMPSON, 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

February1 to February 29, 2024

Traffic Crash Summary

<u>Date</u>	<u>Time</u>	<u>Road</u>	Closest Crossroad	Intersection	<u>Form</u>
2/4	0707	HWY 77	NORTH RAILROAD AVE	NOT RELATED	SHORT
2/4	1755	7 [™] STREET	HOPE DRIVE	NOT RELATED	SHORT
2/5	1125	1034 MAIN ST		NOT RELATED	SHORT
2/6	1047	HWY 77	C.R. 280	NOT RELATED	SHORT
2/8	1135	1621 MAIN ST		NOT RELATED	SHORT
2/9	1444	1621 MAIN ST		NOT RELATED	LONG
2/14	1750	1159 MAINST		NOT RELATED	SHORT
2/19	0747	HWY 90	5 [™] STREET	NOT RELATED	LONG
2/20	1104	HWY 77	C.R. 273	NOT RELATED	SHORT
2/20	1440	784 5 [™] ST		NOT RELATED	SHORT
2/21	1537	1588 MAIN ST		NOT RELATED	SHORT
2/23	1720	1600 MAIN ST		NOT RELATED	SHORT
2/24	1536	5 [™] STREET	WATTS AVE	NOT RELATED	SHORT
2/25	1210	HWY 77	NEARING HILLS RD	NOT RELATED	SHORT
2/26	1300	1159 MAIN ST		NOT RELATED	SHORT
2/28	1403	1360 BRICKYARD RD		NOT RELATED	SHORT
2/29	0910	1621 MAIN ST		NOT RELATED	SHORT
2/29	1415	749 7 [™] ST		NOT RELATED	LONG



City of Chipley

Public Works Office FEBRUARY Activity Report From: Guy Lane



The following is a list of routine monthly duties and additions to by departments: **Bldg. Maintenance**

Routine checks of all city buildings/Routine weekly checks of all flags, cleaning of all parks, removing trash and cleaning and stocking bathrooms/Routine monthly checks of all traffic signals, crosswalks and playground equipment at parks/Escorted Cross Country Exterminators to city buildings for monthly sprayings/Removed trash from Glenwood Cemetery weekly/Removed trash downtown twice weekly/Met customers at Glenwood Cemetery to pick out plots/Finished taking down the Christmas lights/Changed out the big USA flag twice/Put up a new flag at the Chamber Office/Installed new keyboard tray on desk at City Hall/Set up generator at Glenwood Avenue & Hwy. 77 traffic signal due to power outage/Cleaned out all traffic signal boxes and put out ant poison/Cleaned and painted the old bird bath to be re-installed at Glenwood Cemetery/Pressured washed the cross at Glenwood Cemetery/Installed the flood panel numbers on the windows at City Hall and the library/Lowered and raised all flags to half-staff per Governor's order/Fixed the door handle to the downstairs bathroom at the Chamber Office/Picked up flags downtown from President's Day display/Re-adjusted front office door at Public Works/Installed new ceiling fan at the Historical Society/Sprayed ant poison at the Farmer's Market/Changed out the State of Florida flag at Glenwood Cemetery/Took two big USA flags to Dothan for repairs/Took down the antique street lamps and poles behind the fencing at the old Mongoven Building/Cleaned out the closet at City Hall and removed screws from wall in Council Chambers/Went to Lowe's to buy building materials for projects/Installed new LED light and post one the flag at the Chamber Office.

Street

Mowed of ways/Maintained ditches/Sign maintenance/Equipment city right maintenance/Maintained streets, sidewalks, and driveways/Special pickups/Limb & leaf pickup/Trimmed overgrown bushes at Hwy. 77 & RR Avenue and pressure washed sidewalk/Installed City Parking signs at parking lot in the southwest corner of 5th St. & RR Avenue/Cut back bushes blocking "Do Not Enter" sign at Post Office alleyway/Patched potholes in various locations in all Wards/Cut up fallen tree where we cleaned out ditch at First Baptist Church Youth Building/Dropped of barricades and road closed signage for the downtown vendors to close roads for the Thursday Night Lights event/Hauled road material to Public Works yard/Hauled spoiled dirt to customer/Bladed off Warren Avenue with backhoe/Built birdbath area and laid sod Glenwood Cemetery.

<u>Gas</u>

Locate Tickets (51)/Gas calls (2)/New Service (4)/Pressure test (5)/Replaced meter sets (0)/Pulled inactive meters (1)/Replaced gas warning signs (0)/Service Availability request (1)/Abandonments (2)/Performed rectifier and field odorization test/Performed valve maintenance/Took C.P. readings/Perform atmospheric corrosion/Changed gas charts 4 times for the month/Animal Complaints (1)/Cats Impounded (3)/Dogs Impounded (4)/Dead animal pick-up (0)/Dog bites (1)/Assisted Building Maintenance Department with removing antique street lamps downtown/Assisted Water Department with water leak at Bennett Drive and Coggin Avenue/Attended annual first responder meeting at Fire Department/Patched utility patches with cold mix/Assisted Water Utilities Department with electrical issues at treatment plant/Annual Regulator Inspections/Gas Connects (1)/Gas Disconnects (0).

Water

Water Connects (21)/Water Disconnects (26)/ Re-reads (762)/Doorknockers (15)/Non-Payment Disconnects (13)/Non-Payment Reconnects (5)/Replaced meter boxes (2)/Replaced meter box lids (0)/Hydrant meter sets (1)/Locates (42)/Service leaks (17)/After-hours service leaks (0)/Water main breaks (1)/Service availability request (2)/Water main breaks (1)/Water taps (1)/ Assisted Gas Department with abandoning services at 707 7th Street/Assisted Animal Control with catching dogs/Assisted Street Department with bird bath construction and laying sod at Glenwood Cemetery/Assisted Building Maintenance with flags/Replaced fire hydrant at 2nd St. & South Blvd./Cold patched utility patches on 2nd Street/Started running water line for faucet at Glenwood Cemetery/Installed new meter at 1334 Jackson Avenue/Flushed fire hydrant due to report of brown water at 1194 6th Avenue/Pulled meters at 711 7th Street and 707 7th Street for houses to be demolished/Replaced 3" meter at hospital/Poured sidewalk on Pecan Street at BJ's Grill/Started weed-eating around fire hydrants in Ward 1/Tied in a new water line at new Beef O'Brady's location/Dressed up utility patch on Coggin Avenue.



RECREATION DEPT. 1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6348 Fax: (850) 638-6318



Recreation Department

Report for February 2024

- 1. Finished Basketball season.
- 2. Started and finished Baseball/Softball/Tball registration. 352 participants
- 3. Hired part time position, Colby Chance.
- 4. Field Maintenance.
- 5. Gym maintenance
- 6. Splashpad Maintenance.
- 7. Grounds and Janitorial Maintenance.

Section F, Item9.



City of Chipley

Water Utilities Department P. 0. Box 1007 Chipley, Florida 32428 (850) 638-6347 - Fax: (850) 638-6052

February 1, 2023

Water Utilities Department Report for February 2024

To: City Council and Administrator

Wastewater Treatment Facility: The analytical results of the Wastewater Reclamation Facility for the month of January 2024 show no violations. We have not received all the results from February 2024, but what have received show no violations. Continuing to plot sewer lines and cleanouts in diamond maps. Repaired air lines in digester. Cut grass. Repaired blocked sewer force main on Brickyard road. Flows are high due to rainfall.

Lift Stations: Work underway at Jon Teal and Vo-Tech lift station to place generators. Cut grass. Routine inspections.

Water Wells: The bacteriological samples for the month of February 2024 passed. Check generators weekly. Cut grass.

Spray Field: Routine inspections.

Locates: 54 Work orders: 18 Sewer Stoppages: 9 Abonnement Sewer Lateral: 3 Replace Clean Out Caps: 4 Sewer Taps: 1 Replace/Repair Sewer Lateral: 1 Development Order: 3 Install Clean Out Boxes: 3 Replace Clean Outs: 1 Repair Sewer Main: 1 Manhole rain guards installed: 11 Recorded Rainfall for the month: 5.54 inches

Jimmy Cook Water Utilities Director



1442 Jackson Avenue Post Office Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353

TO: Mayor and Council City Administrator

FROM: Patrice A. Tanner, Asst. City Administrator/City Clerk

DATE: March 7, 2024

SUBJECT: Finance Office Report – February 2024

For the month of February, the finance staff processed the following:

	<u>January</u>	<u>February</u>
Number of utility bills for the normal billing cycle	2,033	2,026
Number of new accounts opened during the month	27	26
Number of accounts closed during the month	13	24
Number of accounts transferred during the month	3	0
Credit Card Payments at Counter/By Phone	290	338
Credit Card/E-check Payments Online	371	374
Issued Work Orders	110	142
Issued Availability of Service Forms	3	2
Issued Business Tax Licenses	4	9
Purchase Orders Issued	123(\$64,180.79)	149(\$345,528.27)
Accounts Payable Checks Issued	126(\$265,440.06)	215(\$475,301.97)

The following information pertains to disconnection of customer services for non-payment:

Number of customers with delinquent accounts	424(01/17/24)	411(02/16/24)
Door knockers and telephone calls made to customers	71	67
Number of customers with delinquent accounts	145(02/01/24)	181(02/27/24)
Actual disconnection of services for the month	43	35
Disconnects began on February 28, 2024.		

Other Information:

- 1. We are continuing to work on FY 2022-2023 audit.
- 2. We are working toward a Purchasing Card Program for city purchases. We have reached out to local banks to see if they offer a P-Card Program, and we are working with them to discuss their program offerings and see what will work best for the city. We are also working on a policy for the Purchasing Card Program that will, once complete be brought to the Council for approval. We plan to finalize and bring the policy for the Purchasing Card Program to the Council in April.
- 3. We have reached out to companies about kiosks and are researching further to see what will work best for the City. We want to make sure we choose the most beneficial kiosk for the city. The purchasing manual update with help to move this process forward more expediently. We plan to finalize and bring this before Council in April.

- 4. We are working on gathering information on a Performance Management Program which Section F, Item10. In annual employee performance evaluation in place of the current employee evaluation we have in place, which is outdated. Along with this performance management program we will prepare a scale with an appropriate minimum and maximum pay for each position. We have the program in place and are working on uploading employee information into the system as well as tweaking and finalizing the documents. This process takes 4 to 6 weeks, so we plan to utilize the program starting sometime toward the end of April. My plan is for Department Heads to have all evaluations completed by May/June timeframe.
- 5. We are working on gathering information about GPS Systems for our city vehicles. We are currently gathering all of the information we need from the departments in order to get a contract in place for approval in April.
- 6. We are continuing to work with Wheeler EMC, Inc. on Hurricane Michael, Hurricane Sally and ARPA funding paperwork. We hope to have Hurricane Sally closed out in the next few months.
- 7. We have a machine purchased and we are working on formatting preparations for the employee identification cards. We should have all employee ID cards issued by the end of April at the latest.
- 8. We are working with ADG on a work order program that will benefit us by allowing most work orders to be computer generated instead of handwritten, which will speed up the process as well as be more efficient. We plan to have this complete and ready to use by April.
- 9. We have been working with ADG on a backflow program that will benefit the City Hall and Public Works Departments in tracking annual backflow certifications. We plan to have this complete and ready to use by April.

Please let me know if you have any questions or if you need additional information.

		y of Chipley					
		ule of Projects	CSFA	Fun	1:00	Acreamant	Section F, Item
Enderal or State A const	Agreement Number	Type of Work	CSFA Number		ding ount	Agreement Effective Date	End Date
Federal or State Agency Chipley Downtown Bodovolonment Plan	P0501		40.024	Amo	50,000	07/01/23	06/30/24
Chipley Downtown Redevelopment Plan	P0201	Planning	40.024	Э	50,000	0//01/23	00/30/24
Florida Department of Commerce,							
Community Planning Technical Assistance Grant							
Project: This funding will be used to develop a Down	town Redevelopment	Master Plan for the	CRA Dist	rict. We re	eceived tw	o submittals and t	his item
is on the agenda for approval this month. The State sa	id it is not possible to	get an extension on	this agree	ment but t	hey will al	llow for work to b	e
completed through July 31, 2024 and closeout to take	place by August 31, 2	024, of which you n	ormally h	ave 60 day	s to close	a project out.	
Chipley Stormwater Drainage Study	D0190	Planning	40.042	\$	291,785	11/12/21	11/12/23
Florida Department of Commerce,		_					
-	Project Consultant: N	Aelvin Engineering					
Project: This funding will be used to do a city-wide d	rainage study and dev	elop a Preliminary I	Engineerin	g Report (PER) to in	nclude recommend	led
mitigation actions, preliminary plans and proposed mi	tigation activity proje-	ct costs. We are cur	rently wait	ting on an	extension	through May 2024	4. The
engineers are currently working on the draft review of	the PER, and should	have it to the City in	n April 202	24. Once re	eviewed it	will be placed on	the agenda
for Council consideration.							
Chipley WW Effluent Disposal Project	WW670111	Planning	37.077	\$ 6	,677,277	08/02/20	02/15/24
Florida Department of Environmental		Engineering		Loan/	'Grant		
Protection, WW Treatment Facility Construction		Construction					
and United States Department of Agriculture	Series 2022 Bond						
and Childe States Department of Agriculture			10.760	\$ 7	,841,000		
			10.760		,841,000 /Grant		
Pass-through Florida Department of	2022 Dona		10.760				
Pass-through Florida Department of Agriculture and Consumer Services		Mott MacDonald					
Pass-through Florida Department of Agriculture and Consumer Services	Project Consultant:	Mott MacDonald					
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm.	Project Consultant:			Loan/	'Grant	ate a force main to	o remove it
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force	Project Consultant: main approximately 1	3 miles, build a new	y sprayfield	Loan/ d at Pike P	Grant Pond, reloc		
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force from the Davidson Sprayfield and install a new liner i	Project Consultant: main approximately 1 n the reject pond at the	3 miles, build a new e WWTP. The proje	y sprayfield	Loan/ d at Pike P e final stag	Grant Pond, reloc ge of the pu	unch list which is	to address
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force from the Davidson Sprayfield and install a new liner i the last remaining item, the spray heads. The spray he	Project Consultant: main approximately 1 n the reject pond at the	3 miles, build a new e WWTP. The proje	y sprayfield	Loan/ d at Pike P e final stag	Grant Pond, reloc ge of the pu	unch list which is	to address
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force from the Davidson Sprayfield and install a new liner i the last remaining item, the spray heads. The spray he engineers are working on project closeout.	Project Consultant: main approximately 1 n the reject pond at the ad issues have been co	3 miles, build a new e WWTP. The proje prrected but there is	y sprayfield ect is in the an issue w	Loan/ d at Pike P e final stag vith a pumj	Grant Pond, reloc ge of the pu p being wo	unch list which is orked on at this tir	to address ne. The
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force from the Davidson Sprayfield and install a new liner i the last remaining item, the spray heads. The spray he engineers are working on project closeout. Fire Equipment Purchase	Project Consultant: main approximately 1 n the reject pond at the	3 miles, build a new e WWTP. The proje	y sprayfield	Loan/ d at Pike P e final stag vith a pumj	Grant Pond, reloc ge of the pu	unch list which is	to address
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force from the Davidson Sprayfield and install a new liner i the last remaining item, the spray heads. The spray he engineers are working on project closeout. Fire Equipment Purchase Florida Department of Financial Services,	Project Consultant: main approximately 1 n the reject pond at the ad issues have been co	3 miles, build a new e WWTP. The proje prrected but there is	y sprayfield ect is in the an issue w	Loan/ d at Pike P e final stag vith a pumj	Grant Pond, reloc ge of the pu p being wo	unch list which is orked on at this tir	to address ne. The
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force from the Davidson Sprayfield and install a new liner i the last remaining item, the spray heads. The spray he engineers are working on project closeout. Fire Equipment Purchase	Project Consultant: main approximately 1 n the reject pond at the ad issues have been co	3 miles, build a new e WWTP. The proje prrected but there is	y sprayfield ect is in the an issue w	Loan/ d at Pike P e final stag vith a pumj	Grant Pond, reloc ge of the pu p being wo	unch list which is orked on at this tir	to address ne. The
Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. Project: This funding was used to install sewer force from the Davidson Sprayfield and install a new liner i the last remaining item, the spray heads. The spray he engineers are working on project closeout. Fire Equipment Purchase Florida Department of Financial Services,	Project Consultant: main approximately 1 n the reject pond at the ad issues have been co FM809	3 miles, build a new e WWTP. The proje prrected but there is Equipment	y sprayfield ect is in the an issue w 43.006	Loan/ d at Pike P e final stag vith a pumj \$ 4	Grant Pond, reloc ge of the pu p being wo	unch list which is orked on at this tin 10/16/23	to address ne. The 06/30/24

	Cit	ty of Chipley					r
	Sched	lule of Projects	-				Section F, Item
	Agreement	Туре	CSFA		Funding	Agreement	Agreement
Federal or State Agency	Number	of Work	Number		Amount	Effective Date	End Date
Historical Society Museum	24.h.sm.100.018	Planning	45.031	\$	50,000	07/01/23	06/30/24
Florida Department of State,							
Division of Historical Resources	Project Consultant: 1	Baker Design Build	l (continger	nt upon	negotiations	and approval)	
Project: This funding will be used to procure a co	nsultant to determine the	condition of the W	ashington (County	Historical So	ciety Museum, wl	nich is a
city-owned building. City Council approved the co	ntract for Baker Design 1	Build on January 1	1, 2024. Th	e consu	ultant has com	pleted the draft re	eport and
it is currently being reviewed.							
Bennett Drive Improvements		Design	55.009	\$	794,759.57		
Florida Department of Transportation,		Construction					
Small County Outreach Program (SCOP)		CEI					
Project: This funding will be used for drainage an	d resurfacing improveme	ents to Bennett Driv	e from Eas	t Churc	ch Avenue to	Glenwood Avenue	e (approx.
0.52 miles). This project has been approved for fur	nding in the State Fiscal	Year 2024-2025, at	which time	e we wi	ill receive an a	agreement.	
First Responder Emergency Equipment	HL175	Fire Tanker	40.038	\$	500,000	07/01/23	06/30/24
State of Florida Department of Commerce,		and					
Local Economic Development Initiatives		Equipment					
	Project Consultant: 1	Liberty Partners of	Tallahasse	e I			
Project: This funding will be used to purchase a F	l reightliner 1.250 gallon 7	 Fanker Truck, alon	with nine	(9) SC	BA Packs, tw	enty (20) SCBA (Cylinders.
nine (9) SCBA Facepieces, one (1) Charging Statio			-			• • •	•
mid 2025 and all of the equipment has been ordered	•						
approval in writing at this time.	8	11					
Purchase of Fire Equipment	Bunker Gear	Equipment	10.66	\$	4,300	11/02/23	
Florida Department of Agriculture &					Match		
Consumer Services, Florida Forest Service,				\$	4,300		
Volunteer Fire Assistance Grant					, -		
Project: This funding will be used to purchase two	(2) sets of bunker gear.	The equipment has	been recei	ved and	d we have sun	nitted the request	for
reimbursement on this project.	., 0					Ĩ	
1 J		Page 2					

	Cit	y of Chipley				
	Schee	lule of Projects				Section F, Item10
	Agreement	Туре	CSFA	Funding	Agreement	rigreement
Federal or State Agency	Number	of Work	Number	Amount	Effective Date	End Date
Chipley Lead Service Line Replacement		Planning		\$ 275,000		
Florida Department of Environmental		Engineering		\$540,000		
Protection, Drinking Water State Revolving Fund		Construction		\$8,800,000		
		Technical Services		\$640,000		
				\$ 10,255,000.00		
Project: This grant/loan funding will allow us to perf	form a system evaluati	on and compile a le	ad service	line inventory by ins	specting available	records,
creating a set of engineering plans and specification t	o assist in the construc	ction of new service	lines to re	place the existing lea	ad service lines Fu	ind construction
of the lead service line replacement based on the inve	entory and plans and sp	pecifications. The fu	inding app	ication was submitte	ed in November 2	023 for the
Planning and Engineering phases of the project in the	amount of \$815,000.	00. We are currently	working o	on the agreement doo	cuments.	
Shivers Park Project		Development	37.017	\$ 200,000		
Florida Department of Environmental						
Protection, Florida Recreation Development						
Assistance Program (FRDAP)	Project Consultant: 1	Fred Fox Enterprise				
o construct pickleball courts, an ADA playground an layground area, picnic pavilion and restrooms.	id sidewalks to the new	w courts and playgro	ound, along	with renovations to	the existing parki	ng lot,
Gilmore Park Project		Development	37.017	\$ 50,000		
Florida Department of Environmental		1		• • • • • • • • •		
Protection, Florida Recreation Development						
Assistance Program (FRDAP)	Project Consultant:	Fred Fox Enterprise	S			
<i>5</i> (<i>)</i>	5					
Project: The City applied for this grant in September	2023 and we hope to	have a funding answ	ver by June	/July 2024. If appro	ved, this funding	will be used
o construct a new playground, picnic pavilion and se	·	e	•	• • • •		
Did Chipley City Hall - Phase II		Planning	45.031	\$ 50,000	1 0	
Florida Department of State,		6				
Division of Historical Resources						
Project: This funding will be used to procure a consu	ltant to do additional	assessments to the b	ouilding to	include mold, electr	ical, mechanical a	nd ADA
ecommendations. The architectural and structural as	sessments were compl	eted in Phase I of th	is project.			
Council Chambers Audio/Visual/Livestream U	Jpgrade		<u> </u>			
FDEM ARPA Funding						
C						
Project: The Council Chamber upgrades are bein	g funded with ARP	A funds. This will	include ar	idio and visual upo	rades, as well as	
ivestreaming capabilities. We now have an amaz	•					
a concenting capacitates. The new have all allias	ing sound system ds	Page 3	ing oupu			

City of Chipley Schedule of Projects							
	Agreement	Type	CSFA		Funding	Agreement	Section F, Item
Federal or State Agency	Number	of Work	Number		Amount	Effective Date	End Date
2023 Bulletproof Vest Program	2023 BVP	Bulletproof Vests	16.607	\$	1,275	04/01/23	08/31/25
United States Department of Justice,		1			Match		
Bureau of Justice Assistance, Bulletproof				\$	1,275		
Vest Partnership							
Project: This funding will be used to purchase the	ree (3) bulletproof v	 ests. Bulletproof V	ests have	a life	e of five (5) ye	ears and then the	y are
required to be replaced. This grant covers up to 50	0% of the cost of the	e vests.					
Chipley Lift Station Generators Project	H0767	Generators	97.039	\$	117,520	10/12/21	07/31/24
Federal Emergency Management Association,							
Florida Division of Emergency Managmeent					Match		
and Florida Department of Commerce,	M0143		14.228	\$	38,561	07/25/22	12/31/24
Comm. Development Block Grant	Project Consultant:	Wheeler EMC					
These generators will help during power outages is June 2024.		-					
NW Stormwater System Restoration	M0014	Administration	14.228	\$	2,916,119	04/25/22	04/24/25
U.S. Department of Housing & Urban Developm		Engineering			, ,		
Florida Department of Commerce,		Construction					
Community Development Block Grant		CEI					
	Project Consultant:	Melvin Engineeri	ng				
Project: This funding will be used to clean, resha	pe and stabilize dite	hes, construct new	lateral ou	l ıtfall	ditches, and e	xpand existing c	crossdrains
in the Northeast section of the City. This will incl	ude new culverts and	d a major box culv	ert at Gri	ffin R	Road. Project l	locations will be	on or near
the following: west of Griffin Road, Griffin Road	l, North and South F	Railroad Avenue, C	old Bonifa	ay Ro	ad, the corner	of North Railro	ad Avenue
and Rustin Drive, 1st Street, Watts Avenue, 2nd S	Street and Glenwood	l Avenue. This pro	ject is cur	rently	y in the surve	ying and design	phase.
Washington County Industrial Park Project		-		\$ 7	7,714,100.00		
Project: This is a joint effort between the County	and the City to deve	elop water, sewer a	ind gas in	frastr	ucture, along	with a roadway	in the
Washington County Industrial Park.							
		Page 4					

	Cit	y of Chipley				
	Sched	ule of Projects				Section F, Item10
	Agreement	Туре	CSFA	Funding	Agreement	Agreement
Federal or State Agency	Number	of Work	Number	Amount	Effective Date	End Date
City Hall Generator		Generator	97.039	\$ 126,000		
Federal Emergency Management Association,						
Florida Division of Emergency Managment						
	Project Consultant:	Wheeler EMC				
Project: The City applied for this funding in Aug	l ust 2023. If approved	l d, it will provide a	generator	at City Hall for hu	urricane related p	oower
outages. FDEM has reached out to us and we are	continuing to work o	on additional RFI's	for this p	roject.		
Chipley Fire Truck and Equipment	Resolution No.	Fire Pumper	10.766	\$ 338,000		
United States Department of Agriculture	22-31	and		Loan/Grant		
Pass-through Florida Department of Agriculture		Equipment		\$ 330,000		
and Consumer Services				ARPA Funds		
Community Facilities Loan and Grant Program						
	Project Consultant:	SERCAP				
Project: This funding will be used to purchase a				•		dered and is
expected to be received between March and June	2024. The equipmen	nt for the pumper h	as been o	rdered and receive		
Chipley Mongoven Building	M0041	Engineering	14.228	\$ 852,800	04/14/22	04/14/25
U.S. Department of Housing & Urban Developme		Construction				
Florida Department of Economic Opportunity,		CEI				
Community Development Block Grant						
	Project Consultant:	Melvin Engineer	ing			
Project: This funding will be used to purchase th	l e Mongoven Buildin	g property, demol	ish the bu	ilding, and build a	nice park area. T	The property has
been purchased and the demolition bids have been	n received. The contr	ract has been appro	oved and t	the construction sh	ould start in the	next couple of
weeks. The City, Contractor and DHM met with t	the business owners	to discuss the proj	ect and an	y concerns.		
Chipley Peach Street Lift Station	H2567	Administration	14.228	\$ 700,000	01/01/23	07/31/25
Improvements		Engineering		ARPA Funds		
U.S. Department of Housing and Urban		Construction		\$ 240,825		
Development, Community Development		CEI				
Block Grant	Project Consultant:	Fred Fox Enterpr	ises/Mott	MacDonald		
Project: This funding will be used to replace the	 Peach Street Lift Sta	l tion and if the fun	l ds are ava	l ilable also comple	te septic to sewe	r on 1st
Avenue. This project is currently in the environm	ental review phase.			-		

	Cit	y of Chipley				
	Sched	ule of Projects	•			Section F, Item10.
	Agreement	Туре	CFDA	Funding	Agreement	Agreement
Federal or State Agency	Number	of Work	Number	Amount	Effective Date	End Date
Citywide Flooding Resiliency Improvements	MT148	Administration	14.228	\$ 2,936,950	01/19/23	01/19/27
U.S. Department of Housing and Urban		Engineering				
Development, Community Development Block		Construction				
Grants (CDBG-MIT) General Infrastructure		CEI				
Program	Project Consultant:	Melvin Engineer	ing I			
Project: This funding will be used to clean, resha	I ape and stabilize exis	I ting ditches, const	I truct new	ateral outfall ditch	es; restore and e	xpand
existing cross drains to ensure proper conveyance	e to the stormwater n	nanagement facilit	y. This pro	oject is currently in	the surveying p	hase.
2023 Reconnecting Communities Improvement	it Project	Downtown	20.205	\$ 6,002,198.21		
U.S. Department of Transportation,		Redevelopment				
Neighborhood Access and Equity						
	Project Consultant:	Metric Consultin	g			
Project: The City applied for this funding in Sep	tember 2023. If appr	oved, it will provi	de for rede	evelopment of the d	downtown area t	o include
lighting, ADA upgrades, sidewalk upgrades, land	lscaping and parking	. Metric Consultin	g said we	should hear somet	hing no later tha	n May 2024.
Public Works Building Solar Panel Project	30764	Construction	81.041	\$ 200,000.00		09/30/25
Florida Department of Agriculture & Consumer						
Services, Florida's Fiscally Constrained						
Energy Efficiency Program	Project Consultant:	SERCAP				
Project: This funding will be used to install a 40	kilowatt photovoltai	c solar power syst	em at the	Public Works Buil	ding. The panels	will be
placed on the roof of the building. Thcontract wi	-					
	0.	5	U	11		
Communications Tower	Z0890	Construction	97.036	\$ 99,194.00		
Federal Emergency Management Association,				ARPA Funds		
Florida Division of Emergency Management,	Y5052		21.027			
and ARPA Funds.	Project Consultant:	Wheeler EMC		Insurance Funds		
				\$ 38,768.00		
				\$ 50,700.00		
Project: This funding will provide a new Comm	I unications Tower for	the City The proj	l lect was a	vertised for hids a	nd Council appr	oved
Sabre Communications to construct the new tow						
We are looking at an estimated construction start		•		-		-
NEPA returned is 3/15/2024 however that has be	1 ·		•			
THEF A TELUTIEU IS 5/15/2024 nowever that has be	en delayed and push	$\frac{12}{20}$	24. Every	uning else is ready	io go.	49

		y of Chipley				
		lule of Projects				Section F, Item10
	Agreement	Туре	CFDA	Funding	Agreement	Agreement
Federal or State Agency	Number	of Work	Number	Amount	Effective Date	End Date
2023 PHMSA Infrastructure Grant		Construction	20.708	\$ 677,130.00		
U.S. Department of Transportation, Pipeline and						
Hazardous Materials Safety Administration,						
Natural Gas Distribution Infrastructure Safety	Project Consultant:	Florida Gas Utili	tv			
and Modernization Grant						
and wodermization Grant						
Project: This funding was applied for in August mains and service lines, and replacing inoperable		will include gas n	nain and s	ervice line replace	ment, retiring ex	isting gas
Voluntary Annexation Project						
1237 Panhandle Lane - Parcel #00-2245-0003						
1447 Main Street - Parcel #00-2222-0001		[
	Project Consultant:	Emerald Coast R	egional C	ouncil		
Project: Emerald Coast Regional Council has be	 en working on the vo	oluntary annexatio	n of the tv	l vo listed parcels in	the City. These	two
ordinances are on the agenda this month for final	reading. Emerald Co	past will then com	plete the r	necessary paperwon	rk to get the anne	exations
approved by the State.	C		•	• • •	C	
Website Redesign						
Project: We are currently working on the ultimat	e redesign of our city	y website at no cos	st to the ci	ty. Our 2nd deliver	rable is due on 0	3/15/2024
and it will include photos for design, logos and b				•		
website to be up and running still stands at July 2	-				- B date for the	

Page 7

CITY OF CHIPLEY STAFF REPORT

SUBJECT: CDBG-MIT #MT148 Grant Administration Services Agreement – David H. Melvin, Inc.

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This will approve the CDBG-MIT #MT148 Grant Administration Services Agreement for the Chipley Drainage Improvements Project with David H. Melvin, Inc. in the amount of \$146,800.00. This has been updated to include additional CDBG Federal requirements and this is the final approval needed for this agreement. Florida Department of Commerce has now approved our procurement for these services and will not have any additional changes to the agreement.

RECOMMENDATION

City Staff recommend approval of agreement with David H. Melvin, Inc. in the amount of \$146,800.00.

ATTACHMENTS

1. Agreement.

AGREEMENT BETWEEN *CITY OF CHIPLEY* AND *DAVID H. MELVIN, INC.*

FOR <u>CDBG GRANT ADMINISTRATION AND PROGRAM DELIVERY COST</u> FOR City of Chipley Drainage Improvements Project CDBG-MIT (Florida Commerce Agreement No. MT148)

This Contract is entered into this _____day of_____, 202_between the **CITY OF CHIPLEY, FLORIDA,** hereinafter referred to as the "OWNER" and **DAVID H. MELVIN, INC.**, a Florida Corporation, located at 4428 Lafayette Street, Post Office Box 840, Marianna, Florida 32447, hereinafter referred to as the "CONSULTANT". This Contract shall become effective immediately subject to and contingent upon receipt by the OWNER of the Community Development Block Grant. Each of the governmental Granting agencies shall hereinafter be referred to as the "AGENCY".

WITNESSETH

WHEREAS, the AGENCY, in furtherance of its duties under the respective Grant PROGRAM, hereinafter referred to as the "PROGRAM", has determined that the OWNER is eligible to receive funds under the PROGRAM, and

WHEREAS, the OWNER has determined that David H. Melvin, Inc., is fully qualified to perform Administrative Services as required to implement the Grant PROGRAM. This contract is issued under master agreement between the parties dated June 14, 2022 which was issued in response to the Owner's RFQ #2022-03 for Continuing Grant Administration Services and shall be subject to all terms and conditions of said master agreement

NOW THEREFORE, THE OWNER AND THE CONSULTANT DO MUTUALLY AGREE AS FOLLOWS:

I. <u>Covenant for Services</u>

The OWNER does hereby contract with the CONSULTANT to perform the services described herein and the CONSULTANT does hereby agree to perform such services under the terms and conditions set forth in this Contract.

II. Availability of Funds

OWNER asserts funds are available for the payment. CDBG Grant Administration and Program Delivery Cost payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from the PROGRAM. The Administrative Services will begin when a Grant Agreement is effective between the OWNER and the AGENCY for the receipt of Grant funds and the AGENCY issues a release of conditions on the Grant Agreement. The CONSULTANT shall be paid in accordance with Section IV of this Contract.

III. Scope of Services

The CONSULTANT agrees, under the terms and conditions of this contract and the applicable Federal, State and Local laws and regulations, to undertake, perform, and complete the necessary administration services required to implement and complete the OWNER's Grant Agreement with the AGENCY.

- IV. Consideration and Method of Payment
 - A. The OWNER agrees to pay the CONSULTANT the amount of <u>One Hundred Forty-Six Thousand</u> <u>Eight Hundred and 00/100 Dollars (\$146,800.00)</u> for CDBG Grant Administration and Program Delivery.
 - B. For CDBG Grant Administration and Program Delivery Cost Services, the CONSULTANT will submit invoices specifying accomplishments toward meeting the tasks as specified in Attachment A. The invoice shall be submitted to the OWNER's contract manager for review. Upon approval by the contract manager or their designated representative, the payment will be issued as soon as practicable.
 - C. All financial reports shall be submitted in detail sufficient for a proper pre- and post- audit thereof.

V. Public Records

See Attachment B, Section 5.

VI. Subcontracts

- (A) If the CONSULTANT subcontracts any of the work required under this Contract, the CONSULTANT agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the OWNER.
- (B) The CONSULTANT agrees to include in the subcontract that the subcontractor shall hold the AGENCY, the OWNER, and the CONSULTANT harmless against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

VII. Hold Harmless

The CONSULTANT shall hold the AGENCY and the OWNER harmless against all claims of whatever nature arising out of the CONSULTANT's performance of work under this Contract.

The CONSULTANT agrees to include in the subcontract that the subcontractor shall hold the AGENCY, the OWNER, and the CONSULTANT harmless against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the OWNER and the AGENCY harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors, or omissions in the performance of professional services under this Agreement, and those of the CONSULTANT's subconsultants or anyone for whom the CONSULTANT is legally liable.

VIII. Modification of Contract

Modifications of the provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by the parties hereto, and attached to the original of this Contract. The CONSULTANT hereby agrees to amend this Contract's Scope of Services to remain consistent with the OWNER/AGENCY Grant Agreement if said Agreement is amended. The amount of compensation to be paid to the CONSULTANT will not be amended without mutual agreement of the OWNER and the CONSULTANT, formally executed in writing, subject to availability of funds from the AGENCY.

IX. Termination (Cause or Convenience)

- (A) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (B) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1A above.
- (C) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the local government because of the CONSULTANT's default.

If termination for convenience is affected by the local government, the equitable adjustment shall include reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to

CITY OF CHIPLE Section G, Item1.

CDBG Grant Administration and Program Delivery

termination settlement costs reasonably incurred by the CONSULTANT relating to commitments (e.g. suppliers, subconsultants) which had become firm prior to receipt of the notice of intent to terminate.

- (D) Upon receipt of a termination action under paragraphs A or B above, the CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONSULTANT in performing this contract, whether completed or in process.
- (E) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- (F) If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph C above.

X. Notice and Contact

- (A) The OWNER's Contract Manager for this Contract is <u>Patrice Tanner, City</u> <u>Administrator.</u>
- (B) The representative of the CONSULTANT responsible for the Administration of this Contract is <u>David H.</u> <u>Melvin, President</u>. Project Manager shall be <u>Paula Weeks</u>.
- (C) In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

XI. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

XII. Eligibility

The CONSULTANT certifies that it is eligible to receive state and federally funded contracts. The CONSULTANT also certifies that no party which is ineligible for such work will be subcontracted to perform services under this Contract.

XIII. Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

XIV. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the local government and the CONSULTANT, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

XV. Access to Records

The local government, the Florida Department of Commerce, the U.S. Department of Housing and Urban Development, The Comptroller of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

XVI. <u>Retention of Records</u>

The CONSULTANT shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

XVII. Environmental Compliance

CITY OF CHIPLE Section G, Item1.

CDBG Grant Administration and Program Delivery

If this contract exceeds \$100,000, the CONSULTANT shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The CONSULTANT shall include this clause in any subcontracts over \$100,000.

XVIII. <u>Energy Efficiency</u>

The CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

XIX. <u>Prohibition Against Contingent Fees</u>

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

XX. If a <u>Truth-in-Negotiations</u> certificate was required for this contract, the firm agrees that the original contract price and additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

XXI. <u>Federal Statutory Requirements</u> The CONSULTANT and the OWNER shall comply with the provisions contained in Attachment B and incorporated herein.

XXII. Lobbying

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal Grant, the making of any federal loan, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any federal contract, Grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this federal contract, Grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosures Form to Report Lobbying.

XXIII. Additional Terms

The OWNER and the CONSULTANT shall also be bound by and comply with each of the provisions contained in Attachment A which is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

DAVID H. MELVIN, INC.

CITY OF CHIPLEY

By:	By:
-	-

Name and Title: David H. Melvin, President

Name and Title:	

CITY OF CHIPLE Section G, Item1. CDBG Grant Administration and Program Delivery

ATTACHMENT A

SCOPE OF SERVICES

Task 1 – Compliance Monitoring

- Establish project files for the PROGRAM. These must demonstrate compliance with all applicable state, local and federal regulations. Monitor project files throughout the PROGRAM to ensure they are complete and that all appropriate documentation is being retained in the project files.
- Assist in conducting public meetings as required to explain the PROGRAM to residents. This includes, but is not limited to, such things as assisting in public hearings, preparing public notices, etc. Coordinate citizen participation throughout the project term.
- Arrange for contracting with other consulting firms as required.
- Request a wage decision for project construction activities.
- Prepare all bid documents, other than technical components, and supervise the bidding process consistent with state and federal regulations.
- Develop construction contract documents which comply with federal regulations. Examples of such regulations are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Section 3, Section 109, Title VI, Civil Rights Act, etc.
- Obtain contractor and subcontractor clearance from the state.
- Conduct preconstruction conferences for construction activities.
- Check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- Monitor construction to ensure compliance with Equal Opportunity and labor standard provisions.

Task 2 – Financial Management

- Coordinate the Request for Payments procedures to ensure consistency with the AGENCY letter of credit procedures established for the Grant PROGRAM. This includes the establishment of a Grant checking account.
- Make progress and final inspections and certify partial and final payment requests.

Task 3 – Reporting Requirements

- Prepare quarterly reports and other reports as required for compliance with procedures. This includes any amendments which may be required.
- Prepare close-out documents to include project completion report, final wage compliance report, and certificates of completion.

Task 4 – Environmental Review

- Prepare Environmental Review Record for all activities, if required. Responsibilities include making a recommendation to the local government as to a finding of the level of impact, preparation for request for Removal of Environmental Conditions and acquiring adequate documentation. If necessary, prepare an Environmental Assessment. Secure documentation of compliance with requirements of intergovernmental coordination and review (clearinghouse) agencies.

Task 5 – Program Policy Development

- Assess the local government's compliance with state and federal regulations concerning procurement, employment, personnel and property management, records retention, fair housing, etc. Make recommendations for modifications, as appropriate.

Task 6 – Duplication of Benefits Review/Analysis

- Invoicing will be reviewed in coordination with documentation provided by pertinent jurisdiction to ensure no duplication of benefits is affected.

CITY OF CHIPLE Section G, Item1.

CDBG Grant Administration and Program Delivery

ATTACHMENT B

E-Verify Requirement

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

(a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security's website listed below:

http://www.uscis.gov/e-verify/e-verify-enrollment-page

(b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf

(c) The Department of Homeland Security offers tutorials and other assistance at the web address below: http://www.uscis.gov/e-verify/you-start

CITY OF CHIPLE Section G, Item1. CDBG Grant Administration and Program Delivery

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned (Contractor) certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <u>David H. Melvin, Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contactor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official: David H. Melvin, President

Date _____

ATTACHMENT C

FEDERAL REQUIREMENTS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity– Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. All references to a "Non-Federal Entity" herein shall be construed to mean the City of Chipley (CITY), it's officers, employees, and elected officials.

All Provisions shall be included and made a part of the final contract between the CITY and the CONSULTANT whether specifically included in the final contract document, or referenced within the contract document, in which case these provisions shall be included as a part of the Agreement as if specifically enumerated therein.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the CITY under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C.</u> <u>1908</u>, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319</u>, <u>12935</u>, <u>3 CFR Part</u>, <u>1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Consultants must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

CITY OF CHIPLE Section G, Item1.

CDBG Grant Administration and Program Delivery

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) – Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See <u>§ 200.323</u>. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) See § 200.216: Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment

CITY OF CHIPLE Section G, Item1.

CDBG Grant Administration and Program Delivery

produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - © See Public Law 115–232, section 889 for additional information.
 - (d) See also § 200.47
 - (L) See <u>§ 200.322</u>. Domestic preferences for procurements.
 - (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - (b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

CITY OF CHIPLEY STAFF REPORT

SUBJECT: CDBG-MIT #MT148 Professional Services Agreement – David H. Melvin, Inc.

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve the CDBG-MIT #MT148 Professional Services Agreement for Chipley Drainage Improvements Project with David H. Melvin, Inc. in the amount of \$252,000.00. This has been updated to include additional CDBG Federal requirements and is the final approval needed for this agreement. Florida Department of Commerce has now approved our procurement for these services and will not have any additional changes to the agreement.

RECOMMENDATION

City Staff recommend approval of agreement with David H. Melvin, Inc. in the amount of \$252,000.00.

ATTACHMENTS

1. Agreement.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN CITY OF CHIPLEY, FLORIDA AND DAVID H. MELVIN, INC. CONSULTING ENGINEERS FOR CITY OF CHIPLEY DRAINAGE IMPROVEMENTS, CDBG-MIT (FLORIDA COMMERCE AGREEMENT NO. MT148) CHI22MT

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE A Practice Division of the NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

Copyright © 2008 National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314-2794 (703) 684-2882 www.nspe.org

> American Council of Engineering Companies 1015 15th Street N.W., Washington, DC 20005 (202) 347-7474 www.acec.org

American Society of Civil Engineers 1801 Alexander Bell Drive, Reston, VA 20191-4400 (800) 548-2723 www.asce.org

Associated General Contractors of America 2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308 (703) 548-3118 www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

TABLE OF CONTENTS

Page

ARTICLE	1 – SERVICES OF ENGINEER	. 4
1.01	Scope	. 4
	•	
ARTICLE	2 – OWNER'S RESPONSIBILITIES	. 5
2.01	General	. 5
	3 – SCHEDULE FOR RENDERING SERVICES	
3.01	Commencement	
3.02	Time for Completion	. 5
ARTICI E	4 – INVOICES AND PAYMENTS	6
4.01	Invoices	
4.02	Payments	
4.02	T dyments	. 0
ARTICLE	5 – OPINIONS OF COST	. 6
5.01	Opinions of Probable Construction Cost	
5.02	Designing to Construction Cost Limit	
5.03	Opinions of Total Project Costs	
	· F	
ARTICLE	6 – GENERAL CONSIDERATIONS	. 7
6.01	Standards of Performance	
6.02	Design Without Construction Phase Services	. 8
6.03	Use of Documents	
6.04	Insurance	10
6.05	Suspension and Termination	10
6.06	Controlling Law	12
6.07	Successors, Assigns, and Beneficiaries	12
6.08	Dispute Resolution	12
6.09	Environmental Condition of Site	13
6.10	Indemnification and Mutual Waiver	13
6.11	Miscellaneous Provisions	14
	7 – DEFINITIONS	
7.01	Defined Terms	15
		10
	8 – EXHIBITS AND SPECIAL PROVISIONS	
8.01	Exhibits Included	
8.02	Total Agreement	
8.03	Designated Representatives	
8.04	Engineer's Certifications	19



AGREEMENT **BETWEEN OWNER AND ENGINEER** FOR **PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of ______, ("Effective Date") between

CITY OF CHIPLEY

("Owner") and

DAVID H. MELVIN, INC. CONSULTING ENGINEERS ("Engineer").

This agreement is issued under master agreement between the parties dated June 14, 2022 which was issued in response to the Owner's RFQ #2022-01 for Continuing Engineering Services and shall be subject to the terms and conditions of said master agreement. Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

CDBG-MIT #MT148 FOR CITY OF CHIPLEY DRAINAGE IMPROVEMENTS

("Project").

Engineer's services under this Agreement are generally identified as follows:

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

- 1.01 Scope
 - Engineer shall provide, or cause to be provided, the services set forth below and in Exhibit A A. in accordance with the Town's grant agreement with Florida Commerce:

Engineering Services

Tasks that are eligible for reimbursement are as follows:

Page 4 EJCDC E-500 Agreement Between Owner and Engineer for Professional Services Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

- 1. Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes.
- 2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3. Conduct an Environmental Review/Assessment in accordance with Florida Commerce Policies and the National Environmental Policy Act.
- 4. Perform Construction Engineering Inspection activities.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

- 3.01 *Commencement*
 - A. Engineer is authorized to begin rendering services as of the Effective Date.
- 3.02 *Time for Completion*
 - A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A and are hereby agreed to be reasonable.
 - B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
 - C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
 - D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

- 4.01 Invoices
 - A. *Preparation and Submittal of Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- 4.02 Payments
 - A. *Application to Interest and Principal*: Payment will be credited first to any interest owed to Engineer and then to principal.
 - B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
 - C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
 - D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater

assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

- 5.02 Designing to Construction Cost Limit
 - A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.
- 5.03 Opinions of Total Project Costs
 - A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

- 6.01 Standards of Performance
 - A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
 - B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
 - C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
 - D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

- 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- 6.02 Design Without Construction Phase Services
 - A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction surety

bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

- 6.03 Use of Documents
 - A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
 - B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
 - C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
 - D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
 - E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents

without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and thatrenewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.
- 6.05 Suspension and Termination
 - A. Suspension:

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights under law.

- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.
- 6.09 Environmental Condition of Site
 - A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
 - B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
 - C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 - D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
 - E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
 - F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer*: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. *Indemnification by Owner*: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability, provided that any indemnification by Owner herein shall not waive the privileges, immunities, and limitations of damages provided in Florida Statute 768.28.
- C. *Environmental Indemnification*: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence*: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 5. *Construction Contract* The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 - 7. Constituent of Concern Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 8. *Consultants* Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
- 9. *Contract Documents* Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- 10. *Contractor* The entity or individual with which Owner has entered into a Construction Contract.
- 11. *Documents* Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
- 12. *Drawings* That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
- 13. *Effective Date* The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
- 14. *Engineer* The individual or entity named as such in this Agreement.
- 15. *Hazardous Waste* The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 16. *Laws and Regulations; Laws or Regulations* Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 17. *Owner* The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
- 18. *PCBs* Polychlorinated biphenyls.
- 19. *Petroleum* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
- 20. *Project* The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

- 21. *Radioactive Material* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 22. *Record Drawings* Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 23. *Reimbursable Expenses* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
- 24. *Resident Project Representative* The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
- 25. *Samples* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 26. *Shop Drawings* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 27. *Site* Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- 28. *Specifications* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 29. *Subcontractor* An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- 30. Substantial Completion The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 31. Supplier A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

- 32. *Total Project Costs* The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
- 33. *Work* The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

- 8.01 *Exhibits Included:*
 - A. Exhibit A, Engineer's Services.
 - B. Exhibit B, Owner's Responsibilities.
 - C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
 - D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
 - E. Exhibit E, Notice of Acceptability of Work.
 - F. Exhibit F, Construction Cost Limit.
 - G. Exhibit G, Insurance.
 - H. Exhibit H, Dispute Resolution.
 - I. Exhibit I, Limitations of Liability.
 - J. Exhibit J, Special Provisions.
 - K. Exhibit K, Amendment to Owner-Engineer Agreement.
 - L. Exhibit L, CDBG Requirements
- 8.02 *Total Agreement:*
 - A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives:

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications:

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove set

forth.

Owner: CITY OF CHIPLEY	Engineer: DAVID H. MELVIN, INC.
Ву:	By:
Title:	Title: David H. Melvin, President
Date	Date
Signed:	Signed:
	Engineer License or Firm's <u>EB5637</u> Certificate No State of: Florida

Address for giving notices:	Address for giving notices:
	4428 Lafayette Street
Chipley, FL 32428	Marianna, FL 32446
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Title:	Title:
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

- A. Engineer shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
 - 2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
 - 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
 - 4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
 - 5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
 - 6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [NOT APPLICABLE]
 - Furnish _____ review copies of the Report and any other deliverables to Owner within _____ calendar days of the Effective Date and review it with Owner. Within _____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

- 8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish _____ copies of the revised Report and any other deliverables to the Owner within _____ calendar days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 - 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 - 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [NOT APPLICABLE]
 - 6. Furnish _____ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within _____ calendar days of authorization to proceed with this phase and review them with Owner. Within _____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 - 7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner _____ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within _____ calendar days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 - 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 - 4. Perform or provide the following additional Final Design Phase tasks or deliverables: [NOT APPLICABLE]
 - 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within <u>days</u> of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 - 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit _____ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within _____ calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime

contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

- A1.04 Bidding or Negotiating Phase
 - A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 - 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 - 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 - 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 - 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [NOT APPLICABLE]
 - B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).
- A1.05 Construction Phase
 - A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

- 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
- 3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
- 4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- 5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over

Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- 8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
- 11. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
- 13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- 14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
- 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- 18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [NOT APPLICABLE]
- 19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- A1.06 Post-Construction Phase
 - A. Upon written authorization from Ownerduring the Post-Construction Phase Engineer shall:

- Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
- 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
- 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: [NOT APPLICABLE]
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

- A2.01 Additional Services Requiring Owner's Written Authorization
 - A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 - 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - 6. Providing renderings or models for Owner's use.

- 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
- 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
- 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
- 16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to Owner.
- 18. Preparation of operation and maintenance manuals.
- 19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

- 20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- 21. Assistance in connection with the adjusting of Project equipment and systems.
- 22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- 24. Overtime work requiring higher than regular rates.
- 25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 - 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 - 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 - 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 - 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 - 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

- 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
- 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
- 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of <u>3</u> pages, referred to in and part of the **Agreement between Owner and Engineer** for **Professional Services** dated _____, ____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
 - A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - C. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects

the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities

among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: [NOT APPLICABLE]

1. Compensation for Basic Services (not including Resident Project Representative) (as described in Exhibit A, Part I)

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Direct Labor Costs Plus Overhead Plus a Fixed Fee	Salary Costs Times a Factor
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1	Appendix 1

Decision Question: Which method of compensation is to be used?

2. Compensation for Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D)

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction CostsDirect Labor CostsTimes a Factor		Salary Costs Times a Factor	
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5	
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1	

3. Compensation for Additional Services (as described in Exhibit A, Part 2)

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This Additional Services Compensation	Packet AS-1	Packet AS-2	Packet AS-3

COMPENSATION DECISION GUIDE FOR USE WITH EXHIBIT C TO EJCDC E-500, 2008 EDITION

Packet			
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

Example: <u>If</u> Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; <u>then</u> use Packet BC-1; Packet RPR-4; Packet AS-1; and Appendices 1 and 2 to form Exhibit C.

Page 2 (Exhibit C – Compensation Decision Guide) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved. This is **EXHIBIT C**, consisting of <u>4</u> pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, ____.

Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

- C2.01 Compensation for Basic Services (other than Resident Project Representative) Lump Sum Method of Payment
 - A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 - 1. A total Lump Sum amount of <u>\$252,000.00</u> based on the following estimated distribution of compensation: (Note: CEI Inspection Fees are provided in Section C2.04)

a.	Study and Report Phase	\$
b.	Basic Engineering Design Phase	\$
c.	Construction Document Design Phase	\$
d.	Bidding and Negotiating Phase	\$
e.	Construction Phase	\$
f.	Post-Construction Phase	\$

- 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
- 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding <u>24</u> months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Article 2 of the Agreement is supplmented to include the following agreement of the parties:

C2.05 Compensation for Additional Services

Owner and Engineer agree to a Lump Sum Amount for Additional Services

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. Compensation for Reimbursable Expenses:
 - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 - 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of _____.
 - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of ____) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment For Additional Services:

Page 1 Exhibit C – Compensation Packet RPR-1: Resident Project Representative Services – Lump Sum Method of Payment EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

- 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.
- 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Owner agrees to pay the Engineer <u>\$</u>	_on	the	following	schedule	for	Additional
Services:						

Survey/Testing: \$

Permitting: \$

Env. Review: \$

COMPENSATION PACKET RPR-1: Resident Project Representative – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

- C2.04 Compensation for Resident Project Representative Basic Services Lump Sum Method of Payment
 - A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

Resident Project Representative Services: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of **\$170,000.00**. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.

1. *Resident Project Representative Schedule*: The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a _____ day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

This is **EXHIBIT D**, consisting of <u>5</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

- D1.01 Resident Project Representative
 - B. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
 - C. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
 - D. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

- 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- 9. Inspections, Tests, and System Start-ups:
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- 10. Records:
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer, proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14. *Completion*:
 - a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- E. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

- 7. Accept shop drawing or sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

Page 5 (Exhibit D - Resident Project Representative) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved. This is **EXHIBIT E**, consisting of <u>2</u> pages, referred to in and part of the **Agreement between Owner and Engineer** for **Professional Services** dated _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To: _____

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, ____, and the terms and conditions set forth in this Notice.

By:

Title:

Dated:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

- 1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the professional judgment of Engineer.
- 3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of <u>1</u> page, referred to in and part of the **Agreement between Owner and Engineer** for **Professional Services** dated ______.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

- F5.02 Designing to Construction Cost Limit
 - A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$_____
 - B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.
 - C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
 - D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
 - E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
 - F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of <u>3</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, ____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1.	By Engineer:			
	a.	Workers' Compensation:	Statutory	
	b.	Employer's Liability		
		 Each Accident: Disease, Policy Limit: Disease, Each Employee: 	\$ \$	
	c.	General Liability		
		 Each Occurrence (Bodily Injury and Property Damage): General Aggregate: 	\$ <u>1,000,000</u> \$ <u>1,000,000</u>	
	d.	Excess or Umbrella Liability		
		 Each Occurrence: General Aggregate: 	\$ <u>1,000,000</u> \$ <u>1,000,000</u>	
	e.	Automobile LiabilityCombined Single Limit (Bodily Injury a	nd Property Damage):	
		Each Accident	\$ <u>1,000,000</u>	
	f.	Professional Liability –		
		 Each Claim Made Annual Aggregate 	\$ <u>1,000,000</u> \$ <u>1,000,000</u>	
	Ot	her (specify):	\$	

Page 1 (Exhibit G - Insurance) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved. 2. By Owner:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability	
	 Each Accident Disease, Policy Limit Disease, Each Employee 	\$ \$ \$
c.	General Liability	
	 General Aggregate: Each Occurrence (Bodily Injury and Property Damage): 	\$ \$
d.	Excess Umbrella Liability	
	 Each Occurrence: General Aggregate: 	\$ \$
e.	Automobile LiabilityCombined Single Limit (Bodily Injury	and Property Damage):

Each Accident:

		\$
f.	Other (specify):	\$

B. Additional Insureds:

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

Engineer

b. Engineer's Consultant

c.

a.

Engineer's Consultant

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of <u>2</u> pages, referred to in and part of the **Agreement between Owner and Engineer** for **Professional Services** dated ______.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

- H6.08 Dispute Resolution
 - A. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by <u>[mutually agreed upon mediator or mediation service]</u>. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction-without the aid of jury (non-jury trial).

This is **EXHIBIT I**, consisting of <u>3</u> pages, referred to in and part of the **Agreement between Owner and Engineer** for **Professional Services** dated , .

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

- A. Limitation of Engineer's Liability
- 4. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultantss (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ [*or*]
- 5. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warrantyexpress or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:
- 6. Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other

professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed % of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.

B. Indemnification by Owner: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of <u>1</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ______.

Special Provisions

Paragraph(s) _____ of the Agreement is/are amended to include the following agreement(s) of the parties:

Page 1 (Exhibit J - Special Provisions) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved. This is **EXHIBIT K**, consisting of <u>2</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. _____

1. Background Data:

n

и.	Effective D	Date of Owner-Engineer Agreement:
b.	Owner:	
c.	Engineer:	
d.	Project:	

2. Description of Modifications:

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: [List other Attachments, if any]

Page 1 (Exhibit K – (Amendment to Owner-Engineer Agreement) – Attachment 1) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

5.	Agreement Summary (Reference only)	
	a. Original Agreement amount:	\$

b. Net change for prior amendments:

- c. This amendment amount:
- d. Adjusted Agreement amount:

\$		
\$		
\$		
\$		

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is ______.

OWNER:	ENGINEER:
By:	By:
Title:	Title:
Date Signed:	Date Signed:

EXHIBIT L

FEDERAL PROVISIONS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity– Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. All references to a "Non-Federal Entity" herein shall be construed to mean the City of Chipley (CITY), it's officers, employees, and elected officials.

All Provisions shall be included and made a part of the final contract between the CITY and the CONSULTANT whether specifically included in the final contract document, or referenced within the contract document, in which case these provisions shall be included as a part of the Agreement as if specifically enumerated therein.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the CITY under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319</u>, <u>12935</u>, <u>3 CFR Part</u>, <u>1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Consultants must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

"Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (G) Clean Air Act (<u>42 U.S.C. 7401-7671q</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see <u>2 CFR</u> <u>180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) – Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See <u>§ 200.323</u>. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) See <u>§ 200.216</u>: Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - © See Public Law 115–232, section 889 for additional information.
 - (d) See also § 200.47
 - (L) See <u>§ 200.322</u>. Domestic preferences for procurements.
 - (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be

included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Page 6 (Exhibit K – (Amendment to Owner-Engineer Agreement) – Attachment 1) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

CDBG PROVISIONS

Termination (Cause and Convenience)

- **A.** This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - (2) an opportunity for consultation with the terminating party prior to termination.
- **B.** This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.
- **C.** If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

(1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- **D.** Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- **E.** Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined

that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

Access to Records

The local government, the Florida Department of Commerce, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of Records

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

E-Verify

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

(a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security's website listed below:

http://www.uscis.gov/e-verify/e-verify-enrollment-page

(b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf

1. The Department of Homeland Security offers tutorials and other assistance at the web address

below: http://www.uscis.gov/e-verify/you-start

SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- 1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and willpost copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled
 (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Page 10 (Exhibit K – (Amendment to Owner-Engineer Agreement) – Attachment 1) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned (Contractor) certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- **3.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and note more than \$100,000 for each such failure.

The Contractor, <u>David H. Melvin, Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contactor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq., apply to this certification and disclosure, if any.

Name and Title of Contractor's Authorized Official: _____ David H. Melvin, President

Date _____

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Peach Street Lift Station Professional Engineering Services Agreement - Mott MacDonald.

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

The Professional Engineering Services Agreement has been updated to include additional CDBG Federal requirements.

RECOMMENDATION

City Staff recommend approval of the Professional Engineering Services Agreement with Mott MacDonald in the amount of \$87,437.00.

ATTACHMENTS

1. Agreement

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("Agreement") is made this <u>26th</u> day of <u>February</u>, 2024 ("Effective Date"), by and between the **CITY OF CHIPLEY**, ("CLIENT"), a municipality duly incorporated under the State of Florida, having offices at 1442 Jackson Avenue, Chipley FL. 32428 and **MOTT MACDONALD FLORIDA**, **LLC** ("ENGINEER" or "MOTT MACDONALD"), a Florida limited liability company, having offices at 1022 West 23rd Street, Suite 680, Panama City, FL 32405. CLIENT and ENGINEER are collectively referred to as the "Parties" or individually as a "Party".

WHEREAS, CLIENT desires to retain ENGINEER for the purposes of providing engineering services for a federally funded small cities Community Development Block Grant (CDBG) No. 23DB-N30. The Project involves the relocation and reconstruction of Peach Street Lift Station No. 6 in the City of Chipley, Florida; and

WHEREAS, the specific scope of the work and fees for the project are documented in the Service Order included in Exhibit A; and

WHEREAS, this Agreement establishes the terms and conditions that shall apply to the Service Order;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

1. <u>DEFINITIONS</u>

For purposes of this Agreement, the following defined terms shall have the meanings set forth in this Article 1.

(a) "Agreement" means this Agreement together with all other addenda attached hereto from time to time constitute the Agreement, and the Service Order for this project. All article and section numbers used herein refer to articles and sections of this Agreement unless otherwise specifically stated.

- (b) "CLIENT" means the entity noted in the opening paragraph to this Agreement.
- (c) "Project" means the "Specific Project" set forth in Exhibit A: Service Order.
- (d) "Scope of Work" or "Services" or "Work" means those services described in the Service Order.
- (e) "Service Order" means a fully executed document as set forth in Exhibit A.

2. <u>SCOPE OF WORK</u>

(a) Subject to the terms and conditions of this Agreement, CLIENT engages ENGINEER to perform, and ENGINEER agrees to perform, the Services described in the Service Order executed by both parties to this Agreement. Services not expressly provided for in the Scope of Work are excluded from the scope of work and ENGINEER assumes no duty to perform such services. ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER NOR SHALL IT BE SUBJECT TO ANY FITNESS FOR PURPOSE WARRANTIES, PERFORMANCE STANDARDS OR GUARANTEES OF ANY KIND. (b) The Services performed by ENGINEER shall be in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the Services are performed (the "Standard of Care").

3. <u>COMMENCEMENT OF AND CHANGES IN THE WORK</u>

- (a) ENGINEER will initiate the tasks as set forth in the Services Order upon receipt of a fully executed Services Order from the CLIENT. ENGINEER and the CLIENT may at any time, by mutual written agreement, make changes within the general scope of the Services Order in writing.
- (b) If such changes cause an increase or decrease in ENGINEER's cost of or time required for the performance of this Services, or if ENGINEER, in the performance of the Services, encounters conditions differing materially from those anticipated under the Services Order or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, ENGINEER shall be entitled to an equitable adjustment in the compensation and performance time of this Services for the Specific Project.
- (c) If, in the performance of its Services, ENGINEER encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and ENGINEER's compensation and time of performance will be reconsidered and the Services Order shall immediately become subject to renegotiation or termination, at ENGINEER's option. In the event that this Agreement or any Services Order is so terminated, ENGINEER shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.
- (d) It is recognized that other contractors or consultants may be retained separately by the CLIENT for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by ENGINEER. ENGINEER shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. ENGINEER shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors or consultants working for the CLIENT on the Project.
- (e) ENGINEER shall not have the authority to control the work of contractors retained by the CLIENT and ENGINEER shall not have any responsibility for the means, methods, sequences, procedures or techniques used on the Project, for site safety, or for the use of safe construction practices by such contractors, such responsibilities resting solely with CLIENT's other contractors or parties other than ENGINEER.
- (f) ENGINEER shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond ENGINEER's reasonable control, and to the extent ENGINEER is impacted by the same, then ENGINEER shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

4. <u>PAYMENT OF ENGINEER'S FEES</u>

- (a) ENGINEER shall be compensated for its services on a time and materials or lump sum basis, as more particularly set forth in the Exhibit A: Service Order.
- (b) On or before the 30th day of each month in which the ENGINEER is performing the Services, ENGINEER shall invoice CLIENT for the Services performed through the last day of the preceding month. ENGINEER'S Invoices shall be due and payable within thirty (30) days following CLIENT's receipt of the invoice.
- (c) For Services performed on a time and materials basis, invoices shall be submitted monthly by ENGINEER to the CLIENT and shall indicate the charges due from the Hourly Rate Schedule (including, without limitation, reimbursable expenses), attached hereto as Exhibit B.
- (d) For Services performed on a lump sum basis, invoices shall be submitted monthly by ENGINEER to CLIENT and shall indicate the tasks performed and completed, on a percent completed basis (including, without limitation, reimbursable expenses), and shall include the charges due based on the percentage of completion of the services, or in accordance with a payment schedule as otherwise mutually agreed to in Exhibit A.
- (e) The CLIENT shall promptly review ENGINEER's invoices and if the CLIENT disputes any amounts invoiced the CLIENT shall give prompt written notice thereof, including the item or items disputed and the basis for the dispute. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided for herein. Invoiced amounts not paid within thirty (30) days of their receipt shall bear interest at the maximum amount permissible by law.
- (f) The compensation for ENGINEER's Services has been agreed to in anticipation of the orderly and continuous progress of a Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for ENGINEER's services, its compensation and time of performance shall be equitably adjusted.

5. <u>RESPONSIBILITIES OF THE CLIENT</u>

The CLIENT, at its own expense, will:

(a) Provide all criteria and full information as to the CLIENT's requirements for the Project and will make available to ENGINEER all information, documents and assistance necessary or reasonably requested by ENGINEER in order to enable it to perform the Services in a timely manner, all of which ENGINEER shall be entitled to rely upon without independent verification.

(b) Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify ENGINEER if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.

(c) Upon request by ENGINEER, furnish ENGINEER with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the CLIENT, required for the Project, all of which ENGINEER may use and rely upon in performing its Services under this Agreement.

(d) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its Services.

(e) Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. CLIENT shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures.

(f) Provide a description of activities which were conducted at the site at any time by the CLIENT or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.

(g) Give prompt written notice to ENGINEER whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect in ENGINEER's services.

(h) Designate an individual or individuals to act as the CLIENT's representative(s) with respect to the services to be rendered under a Services Order. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the CLIENT's requirements, decisions, policies, drawings, plans, surveys, data and reports.

(i) To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

(j) Assume responsibility for unavoidable damage or alteration to the Project site caused by ENGINEER's services.

(k) Assume responsibility for personal injuries and property damage caused by ENGINEER's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to ENGINEER by the CLIENT in advance.

(1) CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to ENGINEER's Injury, Illness and Prevention Program or applicable guidance which may be provided by ENGINEER, and all other applicable rules, regulations and guidance required by ENGINEER, CLIENT or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT's operations.

6. <u>INSURANCE</u>

In connection with any Services Order issued hereunder, and so long as ENGINEER is performing Services under this Agreement, ENGINEER shall maintain insurance coverages in forms and limits as set forth below:

a. Statutory Worker's Compensation and Employer's Liability Insurance, with limits of \$1,000,000.

b. Commercial General Liability Insurance in the amount of \$1,000,000 bodily injury and property damage, combined aggregate limit, with "XCU" exclusions removed.

c. Comprehensive Automobile Liability Insurance for owned, hired and non-owned motor vehicles with limits of \$200,000 bodily injury and property damage, combined single limit.

d. Professional Liability insurance in an amount of \$1,000,000 per claim and annual aggregate.

7. <u>INDEMNIFICATION</u>

(a) ENGINEER agrees to indemnify, save and hold harmless CLIENT from and against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligent errors or omissions in the performance of the Services provided hereunder.

(b) CLIENT agrees to indemnify, save and hold harmless ENGINEER from and against all claims, demands, suits, judgments, liabilities, costs and reasonably attorney fees, to the extent caused by the negligent acts, errors or omissions of the CLIENT, in the performance of their services and obligations under this Agreement.

(c) In addition to (b) above, CLIENT shall indemnify, defend and hold harmless ENGINEER from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at any Project work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

8. WAIVER OF CONSEQUENTIAL DAMAGES

The Parties waive their rights to any and all claims against each other for incidental, special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the Services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.

9. <u>LIMITATION OF LIABILITY</u>

(a) CLIENT and ENGINEER have evaluated the risks and rewards associated with the Services to be performed under this Agreement, including ENGINEER's fee relative to the risks assumed, and agree to allocate certain of the risks as set forth herein. Accordingly, to the fullest extent permitted by law, the total aggregate liability of ENGINEER (and its related corporations, subconsultants, and employees) to CLIENT is limited to the professional fees actually paid to ENGINEER for Services provided under the Service Order, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's Services on the Project under the Services Order that gives rise to the claim, regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

(b) AN INDIVIDUAL EMPLOYEE OR AGENT OF MOTT MACDONALD FLORIDA, LLC WHO PERFORMS PROFESSIONAL SERVICES UNDER THIS AGREEMENT OR A SERVICES ORDER IS NOT A PARTY TO THIS AGREEMENT. PURSUANT FLORIDA STATUTE § 558.0035 (JULY 1, 2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

10. DEFAULT/TERMINATION

In the event of a material breach of this Agreement or a Service Order by either Party and provided that the non-breaching Party is not in material breach under the Agreement or a Services Order and has given written notice to the other Party specifying (i) its material breach and (ii) the non-breaching Party's intent to terminate the Agreement or Service Order, all at least ten (10) calendar days before the proposed date of termination, and the breaching Party has failed to correct the material breach within said ten (10) calendar days, or prepared a plan reasonably designed to cure the default if said cure is not possible within said ten (10) day period, then this Agreement or the Service Order, as appropriate, shall be terminated on the date set forth in such notice. If the breaching Party cures its breach at any time prior to the proposed date of the termination, the termination notice shall be deemed withdrawn and be of no force or effect. Notwithstanding anything herein to the contrary, CLIENT may terminate this Agreement and the Service Order at any time, for any or no reason, upon written notice to ENGINEER; provided however that any such termination by CLIENT shall not relieve CLIENT of its obligation to pay for services or materials provided by ENGINEER in accordance with the terms of the Agreement and/or Service Order prior to termination.

11. <u>TIME FOR PERFORMANCE</u>

Subject to the Standard of Care, ENGINEER shall complete its performance of the Services in conformity with the time limitations, if any, set forth in the Services Order.

12. <u>NOTICES</u>

(a) All Notices, instructions and other communications, other than a formal notice of default, required or permitted to be given hereunder shall be in writing and shall be delivered via facsimile transmission or mailed by first class mail, as follows:

If to ENGINEER:

MOTT MacDONALD FLORIDA, LLC 1022 West 23rd Street, Suite 680 Panama City, FL 32405 Attention: Billy R. Perry Phone: (850)763-9393

With a copy to:

MOTT MacDONALD, LLC 111 Wood Avenue South Iselin, New Jersey 08830-4112 Attention: General Counsel Phone: 973-379-3400

If to CLIENT:

CITY OF CHIPLEY 1442 Jackson Avenue Chipley, Florida 32428 Attention: Patrice Tanner Phone: (850)638-6350 (b) Either CLIENT or ENGINEER may change the address to which communications to it are to be directed, by giving written notice to the other in the manner provided in this Section 12(a).

13. <u>CONSTRUCTION COST ESTIMATES</u>. If any construction cost estimates are prepared under the Service Order, it is understood and agreed by the Parties that such estimates represent ENGINEER's judgment as a design professional familiar with the construction industry. However, because ENGINEER has no control over the cost of labor, materials or equipment, or over any contractor's methods of determining bid prices, or over competitive bidding or market conditions, ENGINEER cannot and does not warrant, guarantee or represent that bids, proposals or negotiated prices will not vary from such estimates prepared by ENGINEER. If CLIENT desires greater assurance as to probable construction cost estimates, then CLIENT understands and agrees it may obtain independent cost estimates from third parties.

14. <u>ELECTRONIC TRANSMISSIONS</u>. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer systems, or computer hardware differing from those used in the drafting or transmittal of such documents.

15. <u>GENERAL</u>

- (a) <u>Executed Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute but one and the same instrument.
- (b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of CLIENT and ENGINEER in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either CLIENT or ENGINEER which is not embodied in this Agreement and Service Order issued under this Agreement.
- (c) <u>Governing Law.</u> This Agreement will be interpreted and construed in accordance with the internal laws of the State of Florida without regard to choice-of-law principles that would require the application of the laws of a jurisdiction other than such State. Unless otherwise prohibited by law, CLIENT and ENGINEER waive their right to a trial by jury in any litigation resulting from this Agreement.
- (d) <u>Third Parties</u>. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and ENGINEER. ENGINEER's work product may not be used or relied upon by any other person without ENGINEER's express written consent. CLIENT agrees and acknowledges that any and all reports, studies, documents or other material prepared by ENGINEER under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of CLIENT, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of CLIENT's projects ("Third Party"). CLIENT acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, refinancing, equity investment or similar financing. In the event that CLIENT desires to have a Third Party rely on Work Product, CLIENT acknowledges and agrees that such circumstances may require the execution of a modification to this Agreement or execution of a separate form of

agreement meeting ENGINEER's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.

- (e) Ownership of Documents. All design documents, intellectual property, materials or other work product resulting from the Services, including drawings, specifications, calculations, maps, reports, photographs, samples and other documents (hereinafter "Documents") are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. ENGINEER grants CLIENT a limited license to use the Documents only on the Project for which they were prepared, subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) CLIENT acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by CLIENT or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at the CLIENT's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, agents, employees, and ENGINEERs; and (3) such limited license to CLIENT shall not create any rights in third parties.
- (f) <u>Severability</u>. The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.
- (g) <u>Assignment or Issuance of Services Orders to ENGINEER's Affiliates</u>. When necessary to comply with State laws regulating the professions, ENGINEER may assign all or parts of the Service Order to ENGINEER's affiliated companies, or CLIENT may issue the Service Order to ENGINEER's affiliated companies, and in such cases ENGINEER's affiliated company shall be considered "ENGINEER" under this Agreement.
- (h) <u>Federally Funded Work</u>. If the Service Order is to perform work on a federal grant funded project, in whole or in part, the provisions of Exhibit C shall apply to the extent required.
- (i) <u>The Engineer warrants</u> that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized on the Effective Date first above written.

WITNESS:

MOTT MacDONALD FLORIDA, LLC

DocuSigned by:

Billy Perry Bv

-0B9A7FA0F37C412 Authorized Representative

Billy Perry, Senior Vice President Printed Name & Title

Dated <u>2/27/2024</u>

WITNESS:

CITY OF CHIPLEY

By

Authorized Representative

Printed Name & Title

Dated

EXHIBIT A TO AGREEMENT BETWEEN CLIENT and ENGINEER

SERVICE ORDER

This Service Order is issued pursuant to the Master Agreement for Professional Services ("Agreement") entered into between CLIENT and ENGINEER dated February 26, 2024.

SPECIFIC PROJECT NAME:

City of Chipley - Peach Street Lift Station Replacement

SPECIFIC PROJECT DESCRIPTION:

The Peach Street Lift Station project involves relocation and reconstruction of Peach Street Lift Station Number Six currently located at the intersection of Peach Street and 2nd Avenue. Due to close proximity with the edge of Peach Street and the location near drainage ditches, the City of Chipley wishes to relocate the lift station to a more suitable location.

SCOPE OF SERVICES:

ENGINEER will perform the following general services:

- Prepare Plans and Specifications for the Peach Street Lift Station Replacement project and assist in obtaining required permits.
- Prepare Bid Documents, assist in receiving bids and make recommendations on qualified bidder for project award.
- Provide construction oversight and contract administration services for completion of project.

A. Preliminary Design and Coordination Services

Mott MacDonald (MM) shall meet with the City of Chipley (City) as needed during the design and bidding in order to make the project successful. MM will coordinate with all necessary subconsultants and City staff as needed. MM will also coordinate with any applicable third party utility owners regarding any third party utilities. MM will submit all documents to the City for review and approval.

B. Survey

Mott MacDonald will utilize existing survey supplied by the City of Chipley. Mott MacDonald will coordinate all necessary surveying required for the design including all above grade and readily identifiable below grade utilities, improvements, inlet tops and inverts, manhole tops and inverts, and any other items pertaining to the requirements of this project with the City and the performer of the survey work.

C. Geotechnical

Mott MacDonald will utilize existing geotechnical work provided by the City of Chipley. Mott MacDonald will coordinate with the City and the performer of the geotechnical work pertaining to the requirements of this project.

D. Design Services

Mott MacDonald shall design the proposed Peach Street Lift Station relocation. All designs will follow any identified City of Chipley Water & Sewer standards for infrastructure and utilities. MM shall provide plans, details, specifications, and contract documents to the City for review. MM will submit 30%, 90%, and 100% plans to the City for review and approval.

DELIVERABLES

The following review deliverables for contract plans & specifications shall be as follows:

30% - Review of Contract Plans & Specifications Submittal

- A. During the 30% design development phase, the Mott MacDonald team will focus on refining the project scope, establishing the final design criteria for each component of the new Peach Street Lift Station and summarize the result. The results of this phase will yield a deliverable that updates the originally envisioned scope and incorporates:
 - 1. Summary of design flows and loads that will be used for upgrade and future planning.
 - 2. Overall aerial site plan (not based on survey data) showing anticipated improvements; survey will be in progress.
 - 3. Identification of key equipment components of the new lift station and proposed final design criteria.
 - 4. Opinion of probable construction cost (OPCC) to Class 4 level
 - 5. Chipley Water and Sewer Standards itemized, if available from Chipley, otherwise Mott MacDonald Standards will be utilized.
 - 6. List of anticipated permits
 - 7. Utility Coordination Evaluation of electrical service needs and availability.

90% - Final Design Development Submittal

A. Upon approval of the 30% Deliverable, Mott MacDonald will proceed immediately into the final design development stage. Design documents will include generally the following:

1. Process Mechanical

- a. Piping Layout at new lift station site and associated conversion flow.
 - Prepare any remaining small yard piping with site/civil disciplines to coordinate location.
 - Show pipe sizes and elevations (centerline or invert).
- b. Sections and Details
- c. Prepare and finalize pump station equipment specifications.
- 2. Site/Civil/Utility
 - a. Site/Civil/Utility Plans
 - b. Site Utility Plans
 - Provide N/E and elevations of yard piping and utilities.
 - Prepare storm drainage system based on final grading plan and prepare manhole and inlet schedule if required.
 - c. Force main plans/profiles
 - Provide N/E and elevations of yard piping and utilities.
 - Maintain existing storm drainage system based on final grading plan and prepare manhole and inlet schedule if required. Scope does not include the development of any new storm drainage system on the existing rights of ways.
 - d. Site Demolition Plans
 - Prepare site demolition plans.
 - e. Site/Civil Details
 - Prepare project-specific and standard details.
 - f. Specifications
- 3. Geotechnical
 - a. Finalize geotechnical data and information for inclusion in the contract documents.
 - b. Finalize specifications, including excavation support and dewatering requirements.
- 4. Structural
 - a. Lift Station Wet Well
 - Complete wet well plans in conjunction with geotechnical data.
 - b. Sections and Details
 - Prepare details unique to the project.
 - c. Specifications

5. Electrical

- a. One-line diagrams and control diagrams
- b. Electrical Plans
 - Develop electrical lift station and facility plans.
- c. Lighting Plans
 - Provide site lighting plan for the required functions (if required).
 - Prepare lighting/power panel schedules (if required).
- d. Sections, Details, and Schedules
 - Prepare pump motor control diagrams.
 - Prepare standard details.
- e. Specifications
 - Develop specifications.
- 6. I&C Systems
 - a. I&C Design
 - P&IDs.
 - Control/loop diagrams.
 - Prepare installation details.
 - Prepare any other miscellaneous I&C drawings.
 - Communications and network diagrams
 - o Control system block diagrams
 - Typical drawings & details
 - Control panel drawings

7. Specifications

- a. Finalize instrument lists, panel schedules, and loop specifications.
 - MM will prepare design drawings and technical specifications for Chipley's review. Technical specifications for specific products or material will be developed.
 - Instrumentation and Controls (I&C), including control philosophy, process control, control loop descriptions, and I&C specifications that directly correspond to the P&ID (where required).
 - Systems Operation, describing normal operations of the system.
 - Mott MacDonald's technical experts will provide a QA/QC and constructability review of the drawings and specifications for technical accuracy.
 - MM will provide a Class 2 opinion of probable construction cost.
 - A review meeting to discuss Chipley's comments will be held.

100% Contract Plans & Specifications Submittal

A. Upon approval of the 90 percent drawings, Mott MacDonald will finalize any remaining outstanding items and prepare the bid sets.

B. Submittal Schedule

- 1. MM shall develop a schedule in coordination and mutual agreement with the City of Chipley.
- C. Permitting Services
 - 1. MM shall provide and summit all plans and supply documentation for FDEP permitting. Scope does not include wetland resource permitting. Should this become necessary it can be handled on a time and materials basis. The City shall be responsible for all permitting fees.
- D. Bidding Assistance
 - 1. MM will assist during the bid process with the following:
 - a. MM will attend one pre-bid meeting and aid Chipley in answering technical questions during the meeting.
 - b. MM will provide technical assistance during the bidding phase to answer questions submitted by the Contractors. Mott MacDonald will be responsible for any addendum issued.

- c. MM will incorporate any addenda items into the 100 percent bid set and prepare a conformed set of drawings and specifications. Mott MacDonald will provide five copies of the conformed drawings and specifications and a PDF version of the conformed set.
- E. General Services During Construction
 - 1. Pre-Construction Meeting
 - a. Project Manager will attend on-site pre-construction meeting.
 - b. Review meeting minutes
 - 2. Construction Progress Meetings
 - a. Project Manager will attend on-site pre-construction progress meetings if requested by City of Chipley. Eight to ten progress meetings are anticipated, once monthly.
 - 3. Review Shop Drawings
 - a. Receive, review, evaluate, and distribute shop drawings within an average of 10 business days of receipt of the shop drawings.
 - 4. O&M Manuals (Vendor Supply Only)
 - a. Receive, review, evaluate, and distribute O&M manuals within 10 business days of receipt of shop drawings.
 - 5. Requests for Information (RFI)
 - a. Receive, review, and evaluate RFIs. Submit RFI response to Chipley and Contractor.
 - 6. Change Order
 - a. Review Contractor's change order requests if required.
 - 7. On Site Start-up and Performance Testing
 - a. Review the submitted test plans and test reports from the suppliers for the equipment testing and review the certified performance testing results submittals.
 - b. The Project Manager and Project Engineer will attend the performance testing.
 - 8. Substantial Completion Walk
 - a. Project Manager to conduct a walk through to visually assess the project completion.
 - b. Instrumentation and Electrical engineers of record to conduct a walk through to assess the project completion.
 - c. Create a punch list.
 - 9. Final Walk-Through
 - a. Project Manager will conduct the final walk through to confirm and verify the completion of the punch list.
 - b. Instrumentation and Electrical engineers of record will conduct the final walk through to confirm and verify the completion of the punch list.
 - 10. Construction Record Drawings
 - a. Review the Contractor's as-built and record drawings at the end of construction.
 - 11. Project Certification
 - a. Provide documentation to FDEP and CDBG required for project closeout and certification.

COMPENSATION:

Fixed Price. ENGINEER's compensation shall be a fixed price (lump sum) of **\$87,437.00** to be paid as follows:

Design	\$55,937.00
Bidding and Award Services	\$5,500.00
Construction Administration Services	\$26,000.00

Section G, Item3.

EXHIBIT B

TO AGREEMENT BETWEEN CLIENT and ENGINEER

ENGINEER'S RATE SCHEDULE

MOTT MACDONALD 2024 HOURLY RATE SCHEDULE

Billing Title	<u>Per</u>	Hour*
Principal	\$	285.00
Principal Project Manager/Principal Scientist	\$	260.00
Principal Engineer/Principal Architect	\$	230.00
Senior Project Engineer	\$	215.00
Senior Project Manager	\$	200.00
Senior Project Architect	\$	190.00
Project Manager	\$	170.00
Project Engineer	\$	155.00
Project Architect	\$	150.00
Engineer IV/ Architect IV	\$	145.00
Engineer III/ Architect III	\$	130.00
Engineer II/ Architect II	\$	120.00
Engineer I/ Architect I	\$	110.00
Senior Specialist	\$	170.00
Specialist V	\$	145.00
Specialist IV	\$	110.00
Specialist III	\$	105.00
Specialist II	\$	80.00
Specialist I	\$	75.00
Senior Planner	\$	135.00
Planner	\$	120.00
Senior Designer	\$	180.00
Designer V	\$	140.00
Designer IV	\$	115.00
Designer III	\$	90.00
Senior Inspector/Inspector V	\$	105.00
Inspector IV	\$	100.00
Inspector III	\$	95.00
Inspector II	\$	75.00
Inspector I	\$	60.00
Technician		60.00
Administrative Assistant III & IV	\$	85.00
Administrative Assistant &	\$	80.00

Notes

* Hourly rates for special consultations and services in conjunction with litigation are available upon request.

* Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.

* Rates for additional personnel can be provided upon request.

EXPENSES

Mileage @ IRS Rate All other Direct Cost

Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2024

EXHIBIT C

GUIDELINES FOR FEDERAL GRANT PROJECTS

FEDERAL PROVISIONS

1. Equal Employment Opportunity

During the performance of this Contract, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by all the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the local government and the Florida and United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis Bacon Act

(a) This section applies to all construction contracts in excess of \$2,000.
(b) In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
(a) Award of this contract to the contractor is conditioned upon the contractor's accentance of the contractor is conditioned.

(c)Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act

(a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

(b) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

(d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards

(a) This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

(b) As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basis rate of pay for all hours worked in excess of 40 hours in the work week.

(c) The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(e) In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

(f) The City shall upon its own action or upon written required of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Houses and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
(g) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in

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

5. Compliance with Clean Air Act

(a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq.

(b) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include the requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

6. Compliance with Federal Water Pollution Act

(a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(b) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Debarment and Suspension

(a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(b) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

8. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose

any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

9. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any PROGRAM or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any PROGRAM or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

12. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- (a) The work to be performed under this contract is assisted by direct federal assistance from the U. S. AGENCY of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban

Development set forth in 24 CFR 135, and all applicable rules and orders of the AGENCY issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- (c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the AGENCY issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors and assigns to those sanctions specified by the Grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

13. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the OWNER, Florida Department of Economic Opportunity, U.S. Department of Housing and Urban Development, Florida Division of Emergency Management, the FEMA Administrator, the U.S. Comptroller General or their authorized representatives, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal Government, and their duly authorized representatives, and will be retained for six years after the expiration of this contract unless permission to destroy them is granted by the OWNER.

14. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that this contract is funded entirely or in part by federal funds. The contractor will comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- (a) The Housing and Community Development Act of 1974, as amended;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- (c) Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- (d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- (e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 710660): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- (f) Public Law 114-223; Continuing Appropriations Act, 2017;
- (g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- (h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- (i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- (j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

15. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA AwardFunds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing-
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data

traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Certificate Of Completion

Envelope Id: 494C82C5A2A5430B972707A99CF47BD3 Subject: 502101554 - MM-City of Chipley - 2023 CDGB Agreement.pdf Source Envelope: Document Pages: 25 Signatures: 1 Certificate Pages: 5 Initials: 0 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Record Tracking

Status: Original 2/26/2024 4:06:37 PM

Signer Events

Billy Perry Billy.Perry@mottmac.com

Senior Vice President

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 2/27/2024 1:28:02 AM

ID: ccba9b4f-54f0-4055-9c78-badee283a511

Tracy L. Andrews

(None)

(None)

Regina Scott

TAndrews@cityofchipley.com Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Electronic Record and Signature Disclosure:

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Regina.Scott@mottmac.com

Holder: Adam Reynolds Adam.Reynolds@mottmac.com

Billy Pury OB9A7FA0F37C412.

Signature Adoption: Pre-selected Style Using IP Address: 68.35.232.81 Signed using mobile Status: Sent

Envelope Originator: Adam Reynolds Mott MacDonald House 8-10 Sydenham Road Croydon, Croydon CR0 2EE Adam.Reynolds@mottmac.com IP Address: 170.85.56.169

Location: DocuSign

Timestamp

Sent: 2/26/2024 4:11:02 PM Viewed: 2/27/2024 1:28:02 AM Signed: 2/27/2024 1:28:16 AM

Sent: 2/27/2024 1:28:27 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Patrice Tanner ptanner@cityofchipley.com Security Level: Email, Account Authentication	COPIED	Sent: 2/27/2024 1:28:23 AM Viewed: 2/27/2024 6:27:14 PM

156

Carbon Copy Events	Status	Timestamp	Section G, Item3.
Not Offered via DocuSign			
Kaila Harrison			
Kaila.Harrison@mottmac.com			
Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Patrice Tanner			
ptanner@cityofchipley.com			
Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Heath Roberts			
Heath.Roberts@mottmac.com			
Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Beverly Stephens			
Beverly.Stephens@mottmac.com			
Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Contract Store			
CentralUnit.ContractStore@mottmac.com			
Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	2/26/2024 4:11:03 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disc	losure		

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Mott MacDonald - Non SAP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Mott MacDonald - Non SAP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: chris.bew@mottmac.com

To advise Mott MacDonald - Non SAP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chris.bew@mottmac.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Mott MacDonald - Non SAP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chris.bew@mottmac.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Mott MacDonald - Non SAP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to chris.bew@mottmac.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mott MacDonald Non SAP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mott MacDonald Non SAP during the course of your relationship with Mott MacDonald Non SAP.

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Special Event Application – Law Enforcement Torch Run for Special Olympics Florida – Northwest Florida Reception Center.

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This event will be held on Monday, April 1, 2024 from 9-10:30 a.m. They will be walking a predetermined route to bring awareness to the Special Olympics of Florida. The route will depart at the Washington County Courthouse and head east for .2 miles then turn South onto SR 77 and continue for 2 miles to end at PeoplesSouth Bank. The East Bound lane of Jackson Ave/South Bound lane of Main Street will be closed by transport vehicles during event.

RECOMMENDATION

City Staff recommend approval of Special Event Application – Law Enforcement Torch Run for Special Olympics Florida – Northwest Florida Reception Center.

ATTACHMENTS

1. Special Event Application.

Section G, Item4.



City of Chipley

CITY HALL 1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



Special Event Application

Name/Organization: Northwest Florida Recept	on Center
Address: 4455 Sam Mitchell Road, Chipley, F	L 32428
Contact person: Eva Perkins	Phone: (850) 408-8039 Fax: (850) 773-6252
E-mail: Eva.Perkins@fdc.myflorida.co	m
Type of Event: Law Enforcement Torch Run for	or Special Olympics Florida
Purpose of Event: Walking a pre-determined ro	ute to bring awareness to the Special
Olympics of Florida.	
Location of Event: Washington County Courthouse	to PeoplesSouth Bank Indoors/Outdoors
Date(s) & Time(s) of Event: April 1, 2024 / 09:0	0 - 10:30
Amount of Liability Insurance:	(attach copy of policy)
Concert Yes/No If yes, What type of music?	
Will food and nonalcoholic beverages be sold? No	0
Will fireworks be displayed? Yes/No If yes, proplan to be approved by Fire Chief.	vide name, license number and pyrotechnic
Will amusement rides be available? No	
Number of participants anticipated per day: 50	
Are security and/or medical services provided? No	
Applicant Signature:	Date: 02/15/2024
Approved { } Denied { }	
Mayor's Signature:	Date:

Section G, Item4.



City of Chipley

CITY HALL 1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization:		Person in Charge: Date:				Date:		
Northwest Florida Rec	eption Center	Eva Perkins			02/15/2024			
Address of Organization				Te	elephone Nu	mber:		
4455 Sam Mitchell Road, Chipley, FL 32428 (850) 408-8039								
Title of Event:					······			
Law Enforcement Torch Run for Special Olympics Florida								
Date of Event:	Starting Time of Event:		Duration of Event:		Actual Clo	sing Time (Set up		
04/01/2024	09:00	1.5 - 2 hours			of barriers, Etc.) 11:00			
Proposed Parade Route or Road Depart Washington County onto SR 77 (Main Street) a	Courthouse on Hwy	[,] 90 (Ja	ckson Ave) heading	east	p of Route): for 0.2mile	es. Turn South		
East Bound Lane of Jackson					sport vehicl	es during event.		
This section is to be completed	when closure is for special	l event fi	lming.					
Liability Insurance Carrier:			Policy Effec	ive Da	te.			
Coverage Amount:			(\$1,000,0					
Length of Coverage:			Days		,			
Licenses Pyrotechnics Operator:								
Federal Aviation Administration Additional Liability Insurance A	Approval for Low Flying							
	PLEASE DO NOT	WRITI	E BELOW THIS LIN	HE				
PLEASE DO NOT WRITE BELOW THIS LINE Detour Route (Include Exact Road Names and Map of Detour Route):								
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol:								
Chipley City Police Department Special Conditions:								
Use this route only!								
Name of Police Chief:	Signature of P	olice Ch	ief: Da	te Sign	ed:			
Scott Thompson	0			orgn				
Name and Title of City Official:	Signature of C	ity Offic	ial: Da	le Sign	ed:			
Dan Miner, City Administrator	Name and Title of City Official: Signature of City Official: Date Signed: Dan Miner, City Administrator Date Signed: Date Signed:							

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the <u>City of Chipley</u> granting permission for the undersigned to conduct a <u>Law Enforcement Torch Run</u> upon street(s) as provided for in it's letter of request, the undersigned agrees to indemnify and hold harmless the City of Chipley, it's successors, agents and assigns and all other persons, firms or corporations, from any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever, and particularly on account of all injuries, both to person and property, which may result from the use of the street(s) as described above, and releases forever discharges the City of Chipley, for any such Claims.

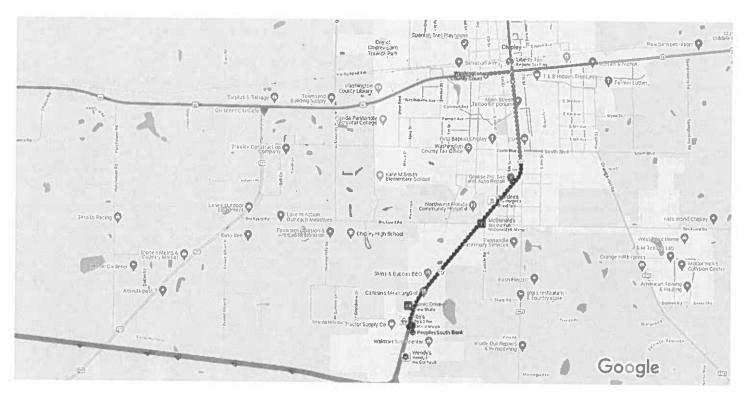
Undersigned hereby declares that the terms of this agreement and lease have been completely read and are fully understood and voluntarily accepted.

day of <u>February</u> , 20 <u>24</u> .	ned has executed this release, this 15
FIRM OR ORGANIZATION: Northwest Florida Rec	ception Center
Signature	EVA PEREINS Print Name
Witness	Witness
Print Name	Print Name
STATE OF FLORIDA COUNTY OF WASHINGTON The foregoing instrument was acknowledged befor who is personally known to me or who produced	re me by Eva Perkins,
identification, and who executed the foregoing ins he/she executed the same freely and voluntarily an	trument and acknowledge before me that
Witness my hand and seal in the County and State SHERRY SNELL Notary Public - State of Florida Commission # HH 470986 My Comm. Expires Dec 7, 2027 Bonded through National Notary Assn.	last aforesaid this <u>15</u> day of <u>Sheary Steel</u> Notary Public

Section G, Item4.

Google Maps

Washington County Court, 1293 W Jackson Ave # Walk 2.2 miles, 48 min 100, Chipley, FL 32428 to PeoplesSouth Bank, 1615 Main St, Chipley, FL 32428



Map data @2024 1000 ft



Use caution-walking directions may not always reflect real-world conditions

Washington County Court

1293 W Jackson Ave # 100, Chipley, FL 32428

1	1.	Head north toward Jackson Ave	
с Р	2.	Turn right onto Jackson Ave	102 ft
ר		Turn right onto Main St	0.2 mi
		Pass by KFC (on the right in 1.9 mi) Destination will be on the left	
			2.0 mi

PeoplesSouth Bank

1615 Main St, Chipley, FL 32428

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Special Event Application – Community Outreach - Washington County Sheriff's Office

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This event will be held on Friday, May 10, 2024 from 5-7 p.m. at Shivers Park to make contact with the community for fellowship and to answer questions.

RECOMMENDATION

City Staff recommend approval of Special Event Application – Community Outreach - Washington County Sheriff's Office

ATTACHMENTS

- 1. Special Event Application.
- 2. Special Event Certificate of Insurance.



City of Chipley

CITY HALL 1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



Special Event Application						
Name/Organization: Washington County Shoviff's Office						
Name/Organization: Washington County Sheviff's Office Address: 711 3vel Street Chipley, FL 32428						
Contact person: Kvisty Kolmetz Phone: 45-0711 Pax: 438-6114						
E-mail: KNSty. KUMETE @ WCSO.US						
Type of Event: Community Outreach						
Purpose of Event: Malle Lontact W Comminuty						
Fellowship, answer questions						
Location of Event: Shivers Park Indoors Outdoors						
Date(s) & Time(s) of Event: May 10, 2024 5-7 pm						
Amount of Liability Insurance: Outached (attach copy of policy)						
Concert Yes/No If yes, What type of music?						
Will food and nonalcoholic beverages be sold? NO (Free)						
Will fireworks be displayed? Yes to If yes, provide name, license number and pyrotechnic plan to be approved by Fire Chief.						
Will amusement rides be available? ND						
Number of participants anticipated per day: 200 Are security and/or medical services provided? UES						
Applicant Signature: Kuolines Date: 2/6/24						
Approved { } Denied { } Mayor's Signature: Date:						

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the <u>City of Chipley</u> granting permission for the undersigned to conduct a <u>COMMUNUS</u> <u>Went</u> upon street(s) as provided for in it's letter of request, the undersigned agrees to indemnify and hold harmless the City of Chipley, it's successors, agents and assigns and all other persons, firms or corporations, from any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever, and particularly on account of all injuries, both to person and property, which may result from the use of the street(s) as described above, and releases forever discharges the City of Chipley, for any such Claims.

Undersigned hereby declares that the terms of this agreement and lease have been completely read and are fully understood and voluntarily accepted.

day of <u>UDVUUV</u> , 20 <u>24</u> .	ed has executed this release, this 12^{17}
FIRM OR ORGANIZATION: Washington (C	untz Sheviffis Office
K. Gree Signature	KEVEN CREWS Print Name
KUSInceby Witness	Liley Rilen
Kristz Kolmetz Print Name	Lilly Riley Print Name
STATE OF FLORIDA COUNTY OF WASHINGTON The foregoing instrument was acknowledged befor who is personally known to me or who produced_ identification, and who executed the foregoing inst he/she executed the same freely and voluntarily an	as trument and acknowledge before me that
Witness my hand and seal in the County and State	last aforesaid this $12\frac{1}{2}$ day of
Notary Public State of Florida Triffany Porter Stevenson My Commission HH 118923 Expires 04/19/2025	Afan Jonen Sturmon Notary Public

		_					_		Sec	ction G, Item5.
				ATE OF LIA						5/2024
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
l t	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRO	DUCER Florida Sheriffs Risk Man	age	men	t Fund		^{CT} Mercedes	Martin			
	2090 Summit Lake Dr.				PHONE (A/C, No). Ext):		FAX (A/C, No):	850	-320-6939
	Tallahassee, FL 32317				ADORE:	_{ss:} mercedes	.martin@fsr	mf.org		
								IDING COVERAGE		NAIC #
	RED Washington County Should		_		INSURE	NA.	IDA SHERIFFS	SELF-INSURANCE PROGRA		
1.000	Washington County Sheriff PO Box 626	s Of	fice		INSURE					
	Chipley, FL 32428				INSURE					
	omploy; i E STILD				INSURE	or as i				
					INSURE	RF:				
				NUMBER:				REVISION NUMBER:	_	
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	equif Pert Poli	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	of any Ed by	CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS	Document with Respec D Herein is subject to	T TO W	VHICH THIS
INSR LTR	TYPE OF INSURANCE		WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
								DAMAGE TO RENTED	\$	
	COMMERCIAL GENERAL LIABILITY								<u>s</u>	
									<u>»</u> \$	
									\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$	
	POLICY PRO- JECT LOC								\$	
								COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO								\$	
	AUTOS AUTOS							BBODEDTY DAMAGE	\$	
	HIRED AUTOS							(Per accident)	\$	
			-					850 - 250 - 500 D	\$	
	EXCESS LIAB CLAIMS-MADE							12	<u>s</u>	
	DED RETENTION \$	1						·	<u>s</u>	
	WORKERS COMPENSATION							WC STATU- OTH- TORY LIMITS ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A							\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If ves, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DÉSCRIPTION OF OPERATIONS below		<u> </u>						\$	
 ^	Special Events Liability					10/01/2023	401410004	\$1,000,000 Per Occurrence		
24-F\$RMF-67					10/0 (/2023	10/1/2024	\$50,000 Per Occ. Damage to Ren \$1,000 Any One Person Medical F			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)										
1	CSO Family, Fun Nights Event: D						, adament			
"	ooo raaniy, ran nigints Event. E	ate	- 11161	y loti at onivers ran	vi oud	леу				
CERTIFICATE HOLDER CANCELLATION 10 DAY WRITTEN NOTICE										
Shivers Park SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE										
757 4th Street				THE	EXPIRATION	DATE TH	EREOF, NOTICE WILL B			
	Chipley, FL 32428				ACC	ORDANCE WI	IN THE POLIC	Y PROVISIONS.		
					AUTHO	RIZED REPRESE	NTATIVE			
	Maculas Marian									
	1									

The ACORD name and logo are registered marks of ACORD

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Reappointment of Planning & Zoning Commission Member – Holland Kent

MEETING DATE Tuesday, March 12, 2024 PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will reappoint Mr. Holland Kent to the Planning & Zoning Commission for a three-year term beginning March 10, 2024.

RECOMMENDATION

City Staff recommend approval of reappointment of Mr. Holland Kent.

ATTACHMENTS

1. Memo





CITY HALL 1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



MEMORANDUM

To: City Council Members

From: Patrice Tanner, City Administrator

Re: Planning & Zoning Board Member

Date: March 12, 2024

The City Planning and Zoning Commission shall consist of five (5) members and one (1) alternate, who shall be appointed by city council. Any interested person may be appointed to the commission, but those who are city residents or business owners that own real property inside the city limits will receive special consideration. The Planning Board is also referred to as the Local Planning Agency (LPA). Members are appointed by the City Council for three (3) year terms. Financial disclosure is required annually to the Council on Ethics, State of Florida. This Board acts in an advisory capacity through recommendations to the City Council for final action. The Planning and Zoning Board was established by Ordinance on April 3, 1963. The Local Planning Agency (LPA) was established pursuant to Section 163.3174, Florida Statutes.

Board Member Holland Kent's term expires on 03/10/2024. He has expressed interest in remaining on the Board for an additional three (3) year term.

Staff recommendation to renew the term effective 03/10/2024 - 03/09/2027.

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Resignation of CRA Board Member – Rev. Malcolm Nelson

MEETING DATE Tuesday, March 12, 2024 PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve the resignation of Rev. Malcolm Nelson effective February 20, 2024.

RECOMMENDATION

City Staff recommend approval of resignation of Rev. Malcolm Nelson.

ATTACHMENTS

1. Letter

December 4, 2023

To: Honorable Mayor Tracy Andrews Chipley City Council PO Box 473 Chipley, FL 32428

Mr. Michael Maxwell, Executive Director Washington County Chamber of Commerce P.O. Box 457 Chipley, FL 32428

Dear Mayor Andrews and Executive Director Maxwell,

Over a decade ago I was sought out to serve on the CRA Board. I was truly honored but took time to research the CRA and study to see if the board would be a good fit for me and me for the board. With my wealth of experience such as in community planning and revitalizing, working on a Community Economic Council, serving on the Board of Directors of Capital City Bank, and compassion for the citizens of Chipley I knew I had much to bring to the table.

During my tenure I was one of those faithful community servants, working as a team, that helped navigate the CRA Board through Michael, Pandemic and other unforeseen circumstances; through the board's various changes and challenges, grouping and regrouping. Being a man of structure, organization, respect for leadership I tried to make sure proper protocol was always followed. The meetings were run in "decently and in order," always in a businesslike manner. I faithfully strived to be a "voice for the voiceless" that everybody was to be treated in the same way and manner (constantly repeated), no section of the community overlooked or by passed. We, the board, have been entrusted with the taxpayer's money not our money and we must do right by them. (also constantly repeated) When there were verbal attacks on the Executive Director, chairperson, lawyer, other board members it was my voice that rose up to deescalate the situations.

As we sat together in board meetings I listened to unsolicited testimonies of how when fellow board members were new members they sat patiently, listening, and learning before they ventured forward especially into any leadership position. It benefited them personally as well as the board. Some wished a former board member had done so. We as a team agreed for our upcoming leadership selections to be those who are serving now and understand the working of the board. Reminders were said and resaid even in the interviewing process.

A shift in the selection of leadership, vice chairperson, has occurred from the way we as a team agreed on. As a man of integrity who faithfully follows through what he agrees to, whose word is his bond to the people of Chipley I must respectfully resign due to the latest course of action. I've had some great positive experiences and have grown as a community servant of Chipley. I'll miss the work and the workers but there's a higher calling to be true.

Sincerely,

Rev. Malcolm O. Nelson

Rev. Malcolm O. Nelson

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Appointment of CRA Board Member – Summer Thomas

MEETING DATE Tuesday, March 12, 2024 PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will appoint Ms. Summer Thomas to the CRA Board for a four-year term ending on April 1, 2028.

RECOMMENDATION

City Staff recommend approval of appointment of Ms. Summer Thomas.

ATTACHMENTS

1. Letter

Section G, Item8.



P.O. Box 457 – 672 5th Street Chipley, FL 32428 850.638.4157 – <u>director@washcomall.com</u>

February 28, 2024

Ms. Patrice Tanner City Administrator City of Chipley, Florida P.O. Box 1007 Chipley, FL 32428

Dear Ms. Tanner:

This letter shall serve as the CRA's request to accept Summer N. Thomas as a member of the Board of the Chipley Redevelopment Agency. The Board voted and accepted Ms. Thomas as a member at the CRA Board meeting held February 20, 2024. Ms. Thomas' term will be 4 years ending on April 1, 2028.

Please let me know if you have any questions and thank you for your attention to this request.

Sincerely,

Michael D. Maxwell Executive Director

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Reappointment of CRA Board Member – Angela Grantham

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will reappoint Ms. Angela Grantham to the CRA Board for a four-year term ending on January 14, 2028.

RECOMMENDATION

City Staff recommend approval of reappointment of Ms. Angela Grantham.

ATTACHMENTS

1. Letter

Section G, Item9.



P.O. Box 457 – 672 5th Street Chipley, FL 32428 850.638.4157 – <u>director@washcomall.com</u>

February 28, 2024

Ms. Patrice Tanner City Administrator City of Chipley, Florida P.O. Box 1007 Chipley, FL 32428

Dear Ms. Tanner:

This letter shall serve as the CRA's request to re-appoint and extend the term of Board Member Angela Grantham. Ms. Grantham's current term expired in January, 2024; if approved, her term will be extended to January, 2028.

Please let me know if you have any questions and thank you for your attention to this request.

Sincerely,

Michael D. Maxwell Executive Director

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Ordinance No. 981 (Final Reading) – Amendment to the Future Land Use Map -Annexation

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will amend the Future Land Use Map annexing Parcels #00-2245-0000 located at 1240 Panhandle Lane & #00-2245-0003 located at 1237 Panhandle Lane, a total of approximately 8.96 acres, to the Medium Density Land Use Category.

RECOMMENDATION

City Staff recommend approval of Final Reading of Ordinance No. 981.

ATTACHMENTS

- 1. Ordinance No. 981.
- 2. Exhibit A.
- 3. Exhibit B.
- 4. Exhibit C.

ORDINANCE NO. 981

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS <u>MEDIUM DENSITY RESIDENTIAL</u>; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Chapter 163 Florida Statutes empowers the City Council of Chipley, Florida to prepare, amend, and enforce a comprehensive plan for the development of the city; and

WHEREAS, the City Council of Chipley, Florida will hold a public hearing on March 12, 2024, to adopt the Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes, having provided for due public notice, having reviewed, and considered public comments received at the public hearing, and having provided for necessary revisions; and

WHEREAS, in exercise of its authority, the City Council of the City of Chipley, Florida finds it necessary and desirable to adopt and does hereby adopt this Comprehensive Plan Amendment, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and to deal effectively with future problems that may result from the use and development of land within the City of Chipley, Florida as follows:

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Chapter 163 and 171.044, Florida Statutes, Chapter 2 of the City Code, and the adopted Comprehensive Plan.

SECTION 2. ANNEXATION AND LAND DESCRIPTION. The **attached** described unincorporated, contiguous land area is hereby annexed into the City of Chipley, Florida: **EXHIBIT A** contains the Survey of the property **approximately 8.96 acres. EXHIBIT B** contains the Deed and Legal Description.

SECTION 3. BOUNDARY. The existing boundary line of the City of Chipley, Florida is modified to include the herein referenced tract of land as **EXHIBIT A** and **EXHIBIT B** containing the Survey, Deed, and Legal Description. **EXHIBIT C** contains the Future Land Use Map shall be updated to reflect the change concurrent with the passage of this Ordinance.

SECTION 4. LAND USE DESIGNATION. The property hereby annexed shall be assigned a City future land use designation as **Medium Density Residential**. The property was subject to the Washington County Comprehensive Plan and Land Development Regulations which shall

remain in full force and effect until the annexation process and large-scale comprehensive plan amendment are complete pursuant to the City Code, City Comprehensive Plane, and other general laws.

SECTION 5. FUTURE LAND USE MAP AMENDED. The adopted Future Land Use Map of the City of Chipley, which is a part of the adopted COMPREHENSIVE PLAN, and which map is attached hereof by reference, is hereby amended to impose upon approximately 8.96 acres annexed land with the City's requirements pursuant to the **Medium Density Land Use Category**. The amendment is identified as **Ordinance No. 981**.

SECTION 6. EFFECTIVE DATE. The effective date of this small scale plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to Section 163.3187 of the Florida Statutes. If challenged, the effective date shall be a date a Final Order is issued by the Department of Community Affairs or other appropriate authority, finding the amendment in compliance in accordance with Section 163.3184, F.S.

INTRODUCED on first reading at a regular meeting of the City Council on February 13, 2024.

PASSED after second reading at a regular meeting of the City Council on March 12, 2024.

CITY OF CHIPLEY, FLORIDA

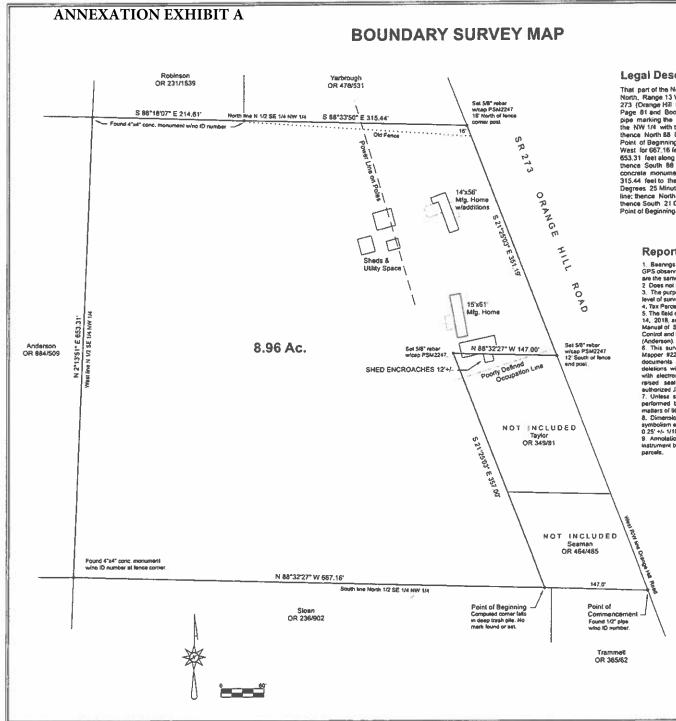
ATTEST:

By its Mayor, Tracy Andrews

By the City Clerk, Sherry Snell

APPROVED AS TO FORM:

Michelle Blankenship Jordan City Attorney



Legal Description

That part of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 10, Township 4 North, Range 13 West, in Washington County, Florida, Iying West of State Road 273 (Orange Hill Road), LESS parcels described in Official Records Book 342 Page 81 and Book 454 Page 485, bounded as follows: Commencing at an iron pipe marking the Intersection of the South Ime of asid North 1/2 of the SE 1/4 of the NW 1/4 with the West right of way line of said Orange Hilk Road, and run thence North 68 Degrees 32 Minutes 27 Seconds West for 147,00 feet to the Point of Beginning; thence continue North 88 Degrees 32 Minutes 27 Seconds Your of peginning, thence burdle foot objects at white at objects at the second second West (or 657, 16 feet; thence North 02 Degrees 13 Minutes 51 Seconds East for 653,31 feet along the West line of asid North 1/2 of the SE 1/4 of the NW 1/4; thence South 88 Degrees 18 Minutes 07 Seconds East for 21/461 feet to a concrete morument; thence South 88 Degrees 33 Minutes 50 Seconds East for 315.44 feel to the West right of way line of Orange Hill Road; thence South 21 Degrees 25 Minutes 03 Seconds East for 351, 19 leet along the right of way line: thence North 88 Degrees 32 Minutes 27 Seconds West for 147.00 feet; thence South 21 Degrees 25 Minutes 03 Seconds East for 357.00 feet to the Point of Begigning.

Report and F.A.C. 5J-17 Compliance

1. Beanings are Florida State Plane Coordinate System grid derived from GPS observations. They differ from deed description bearings but the lines. are the same and there are no gaps or overlaps.

2 Does not apply. 3. The purpose of this BOUNDARY SURVEY is to mark the comers, and the level of survey accuracy is premised upon that expected use. 4, Tax Parcel Number is 00000000-00-2245-0000.

 The field data collection to perform this survey was completed on November 14, 2018, and the methods applied conform to those found in the 8LM Manual of Survey Instructions (US Dept. of Interior), Brown's Boundary Control and Legal Principles (Robillard), and Surveying Theory and Practice

6. This survey was performed by Roger Lonswey, Licensed Surveyor and Mapper #2247, 2252 Gilbert Mill Road, Cottondate, FL 32431, and the original documents and maps produced are his property, Reproduction, additions, or deletions without permission are prohibited, and except for electronic copies with electronic signature and seal are not valid without the signature and raised seal of the surveyor or the electronic seal and signature image authorized January 24, 2015.

7. Unless specifically indicated, no exhaustive record tile search has been performed by the surveyor, so there may be sesements or other important

materia of the that are not disclosed by this survey. 8, Dimensional accuracy of measurements is indicated by the dimension label symbolism employed as follows: XXX,XX' = +/. 0.15 +/. 1/20000, XX X' = +/. 0.25 +/. 1/1000, XX' = +/. 0.0

Annotation of percels in the style OR XXXXXX indicate the recorded instrument book and page numbers found in the public record for the adjoining

Certificate

This survey is for the exclusive use of and is certified to: Panhandle Investments, LLC, Florida Land Title and Trust Company, First American Title Insurance Company, and to no other parties, and only for the specific purpose indicated hereon, and is certified to meet the FLORIDA STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS as set forth in CH. 5J-17 F. A. C.

Roger Lonsway, P.S.M.

Survey Project Number 45488 Drawn November 15, 2018



Prepared by: Jennifer A. Mercer, an employee of Florida Land Title & Trust Co. P.O. Box 726, 2870 Madison Street Marianna, Florida 32447 In Connection With Title Insurance File Number: FLT96-36071

Warranty Deed

This Indenture, made, September 20, 2021 A.D.

Between

Panhandle Investment Group, LLC, a Florida limited liability company, whose post office address is: 1224 Clayton Road, Chipley, Florida 32428, Grantor and No Doubt Holdings, LLC a Georgia limited liability company, whose post office address is: 3980 St. Elisabeth Square, Duluth, Georgia 30096, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Washington, State of Florida, to wit:

SEE ATTACHED EXHIBIT A

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

Printed Name as to First Witness

1 11 IL

Printed Name as to Second Witness

State of Florida County of 1225 Nivyton Panhandle Investment Group, LLC By: Seamus O'Neill Its Managing Member

> Brandon Lovering Managing Member

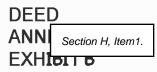
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization on this September <u>2</u>, 2021, by Seamus O'Neill and Brandon Lovering, the Managing Members of Panhandle Investment Group, LLC He/She () is/are personally known to me or () has produced a driver's license as identification.



JENNIFER A. MERCER Notary Public State of Florida Comm# HH161213 Expires 8/9/2025

Notary ublic Notary Hinted Name

My Commission Expires:_



FLT96-36071

Exhibit "A"

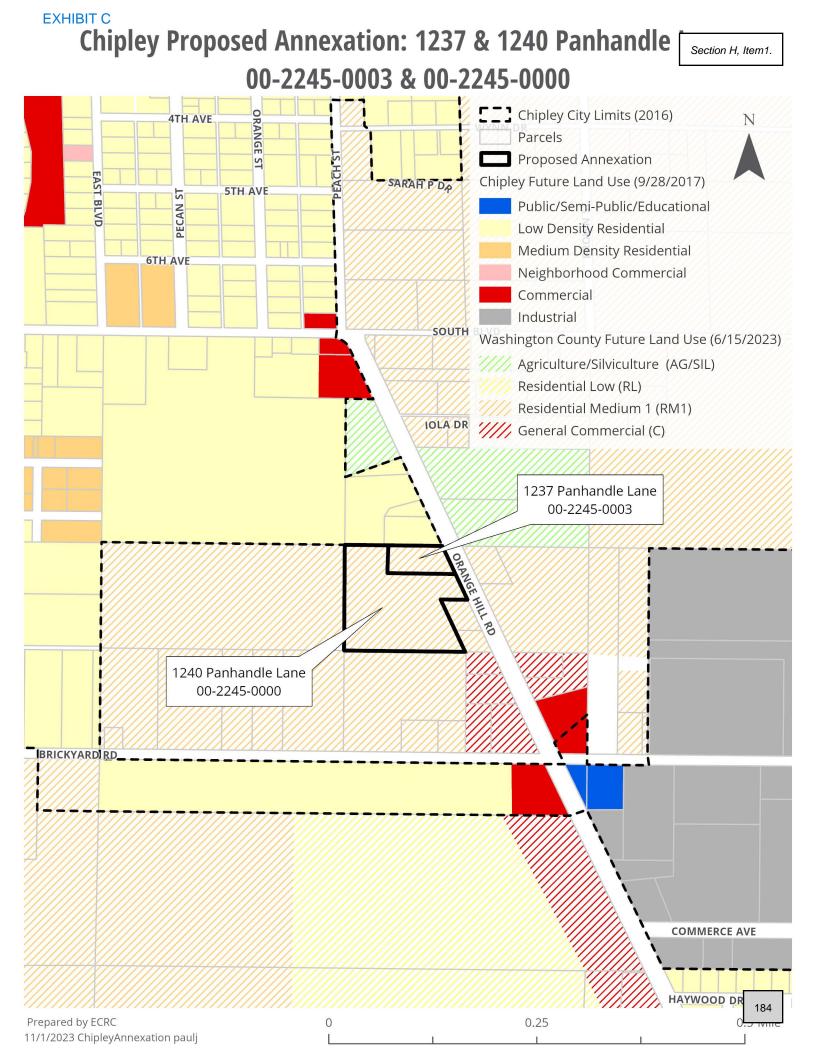
That part of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 4 North, Range 13 West, Washington County, Florida, lying West of State Road 273 (Orange Hill Road).

LESS parcels described in Official Records Book 342 Page 81 and Book 464 Page 485, bounded as follows:

COMMENCING at an iron pipe marking the intersection of the South line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4 with the West right of way line of said Orange Hill Road; thence run North 88 degrees 32 minutes 27 seconds West for a distance of 147.00 feet to the POINT OF BEGINNING; thence continue North 88 degrees 32 minutes 27 seconds West for a distance of 667.16 feet; thence run North 02 degrees 13 minutes 51 seconds East for a distance of 653.31 feet along the West line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4; thence run South 88 degrees 18 minutes 07 seconds East for a distance of 214.61 feet to a concrete monument; thence run South 88 degrees 33 minutes 50 seconds East for a distance of 315.44 feet to the West right of way line of Orange Hill Road; thence run South 21 degrees 25 minutes 03 seconds East for a distance of 351.19 feet along the right of way line; thence run North 88 degrees 25 minutes 03 seconds East for a distance of 357.00 feet to the POINT OF BEGINNING.

Together with:

2019 TRU Single Wide Mobile Home Serial Number: SRB032101AL 2019 TRU Single Wide Mobile Home Serial Number: SRB032102AL 2019 TRU Single Wide Mobile Home Serial Number: SRB032103AL 2019 TRU Single Wide Mobile Home Serial Number: SRB032104AL 2003 RDMN Single Wide Mobile Home Serial Number: 114-39641 2019 TRU Single Wide Mobile Home Serial Number: SRB076802AL



CITY OF CHIPLEY STAFF REPORT

SUBJECT: Ordinance No. 982 (Final Reading) – Amendment to the Future Land Use Map -Annexation

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will approve an amendment to the Future Land Use Map annexing Parcel # 00-2222-0001 located at 1447 Main Street, a total of approximately 3.52 acres, to the Commercial Land Use Category.

RECOMMENDATION

City Staff recommend approval of Final Reading of Ordinance No. 982.

ATTACHMENTS

- 1. Ordinance No. 982.
- 2. Exhibit A.
- 3. Exhibit B.
- 4. Exhibit C.

ORDINANCE NO. 982

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF **COMMERCIAL;** PROVIDING AFFECTED LANDS AS FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND **DECLARING AN EFFECTIVE DATE.**

WHEREAS, Chapter 163 Florida Statutes empowers the City Council of Chipley, Florida to prepare, amend, and enforce a comprehensive plan for the development of the city; and

WHEREAS, the City Council of Chipley, Florida will hold a public hearing on March 12, 2024, to adopt the Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes, having provided for due public notice, having reviewed and considered public comments received at the public hearing, and having provided for necessary revisions; and

WHEREAS, in exercise of its authority, the City Council of the City of Chipley, Florida finds it necessary and desirable to adopt and does hereby adopt this Comprehensive Plan Amendment, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and to deal effectively with future problems that may result from the use and development of land within the City of Chipley, Florida as follows:

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Chapter 163 and 171.044, Florida Statutes, Chapter 2 of the City Code, and the adopted Comprehensive Plan.

SECTION 2. ANNEXATION AND LAND DESCRIPTION. The **attached** described unincorporated, contiguous land area is hereby annexed into the City of Chipley, Florida: **EXHIBIT A** contains the Survey of the property **approximately 3.52 acres**. **EXHIBIT B** contains the Deed and Legal Description.

SECTION 3. BOUNDARY. The existing boundary line of the City of Chipley, Florida is modified to include the herein referenced tract of land **EXHIBIT A** and **EXHIBIT B** containing the Survey, Deed, and Legal Description. **EXHIBIT C** the Future Land Use Map shall be updated to reflect the change concurrent with the passage of this Ordinance.

SECTION 4. LAND USE DESIGNATION. The property hereby annexed shall be assigned a City future land use designation as **Commercial**. The property was subject to the Washington

County Comprehensive Plan and Land Development Regulations which shall remain in full force and effect until the annexation process and small-scale comprehensive plan amendment are complete pursuant to the City Code, City Comprehensive Plane, and other general laws.

SECTION 5. FUTURE LAND USE MAP AMENDED. The adopted Future Land Use Map of the City of Chipley, which is a part of the adopted COMPREHENSIVE PLAN, and which map is attached hereof by reference, is hereby amended to impose upon approximately 3.52 acres of annexed land with the City's requirements pursuant to the Commercial Land Use Category. The amendment is identified as **Ordinance No. 982.**

SECTION 6. EFFECTIVE DATE. The effective date of this small-scale plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to Section 163.3187 of the Florida Statutes. If challenged, the effective date shall be a date a Final Order is issued by the Department of Community Affairs or other appropriate authority, finding the amendment in compliance in accordance with Section 163.3184, F.S.

INTRODUCED on first reading at a regular meeting of the City Council on February 13, 2024.

PASSED after second reading at a regular meeting of the City Council on March 12, 2024.

CITY OF CHIPLEY, FLORIDA

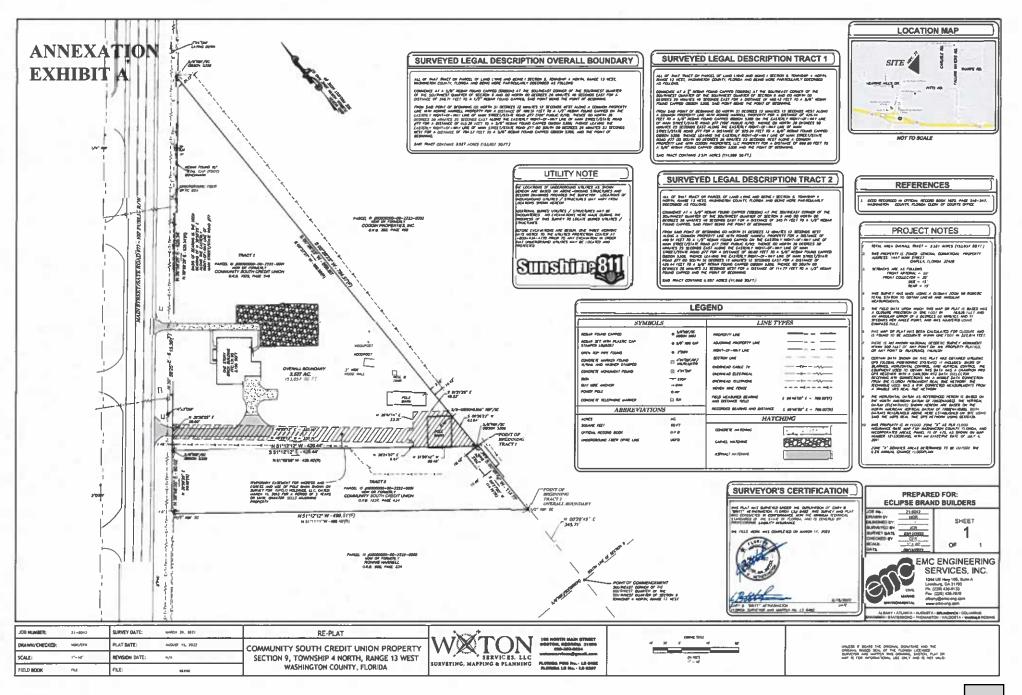
ATTEST:

By its Mayor, Tracy Andrews

By the City Clerk, Sherry Snell

APPROVED AS TO FORM:

Michelle Blankenship Jordan City Attorney



ANNEXATION

EXHIBIT B

SURVEYED LEGAL DESCRIPTION OVERALL BOUNDARY

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING I SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" REBAR FOUND CAPPED (GIBSON) AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND GO NORTH 00 DEGREES 28 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 345.71 FEET TO A ½" REBAR FOUND CAPPED, SAID POINT BEING THE POINT OF THE BEGINNING.

FROM SAID POINT OF BEGINNNING GO NORTH 51 DEGREES 12 MINUTES 12 SECONDS WEST ALONG A COMMON PROPERTY LINE WITH RONNIE HARRELL PROPERTY FOR A DISTANCE OF 499.51 FEET T A 1/2" REBAR FOUND CAPPED ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET/STATE ROAD #77 (100' PUBLIC R/W); THENCE GO NORTH 39 DEGREES 58 MINUTES 25 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET/STATE ROAD #77 FOR A DISTANCE OF 615.36 FEET TO A 5/8" REBAR FOUND CAPPED GIBSON 5308; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET/STATE ROAD #77 GO SOUTH 00 DEGREES 26 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 784.57 FEET TO A 5/8" REBAR FOUND CAPPED GIBSON 5308, AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.527 ACRES (153,657 SQ. FT.)

ANNEXATION EXHIBIT B

Prepared by and return to: Panhandle Land Title, LLC. 124 East Virginia Avenue Bonifay, FL 32425 (850) 547-2025 File No 22-068

Parcel Identification No Property 1: 00000000-00-2222-000

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 31st day of March, 2022 between R. Ronnie Harrell, a married man, conveying separately owned non-homestead property whose post office address is 109 Girard Ave, Dothan, AL 36303, Grantor, to Community South Credit Union, whose post office address is 1447 Main Street, Chipley, FL 32428, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Washington County, Florida, to-wit:

Property 1: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N 00°27'00" E ALONG THE EAST LINE OF SAD SOUTHWEST 1/4 OF SOUTHWEST 1/4, A DISTANCE OF 345.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, N 51°11'11" W, 499.40 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET (STATE ROAD 77) (100' RIGHT OF WAY); THENCE N 39°58'25" E ALONG SAID EASTERLY RIGHT OF WAY LINE, 90.02 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 1025, PAGE 546 OF THE PUBLIC RECORDS FOR WASHINGTON COUNTY, FLORIDA; THENCE S 51°11'11" E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, 426.34 FEET TO THE AFORESAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE S 00°27'00" W ALONG SAID EAST LINE, 114.78 FEET TO THE POINT OF BEGINNING, CONTAINING 0.96 OF AN ACRE, MORE OR LESS.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby

Wairanty Deed

fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS

Janice J.Sa

R. Aour Hance

Sor ced through National Notary Assn. VY Comm. Expires Feb 18, 2025

8[+590 HH # uoissimmo) Hotary Public - State of Florida

JANICE J. SAPP

Commission # HH 065438 My Comm. Expires Feb 18, 2025 Bonded through National Notary Asse

R. Ronnie Harre

1st Witness Printed Name

WITNESS

Joani Carol Rogers

2nd Witness Printed Name

STATE OF FLORIDA COUNTY OF HOLMES

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 31st day of March, 2022, by R. Ronnie Harrell.

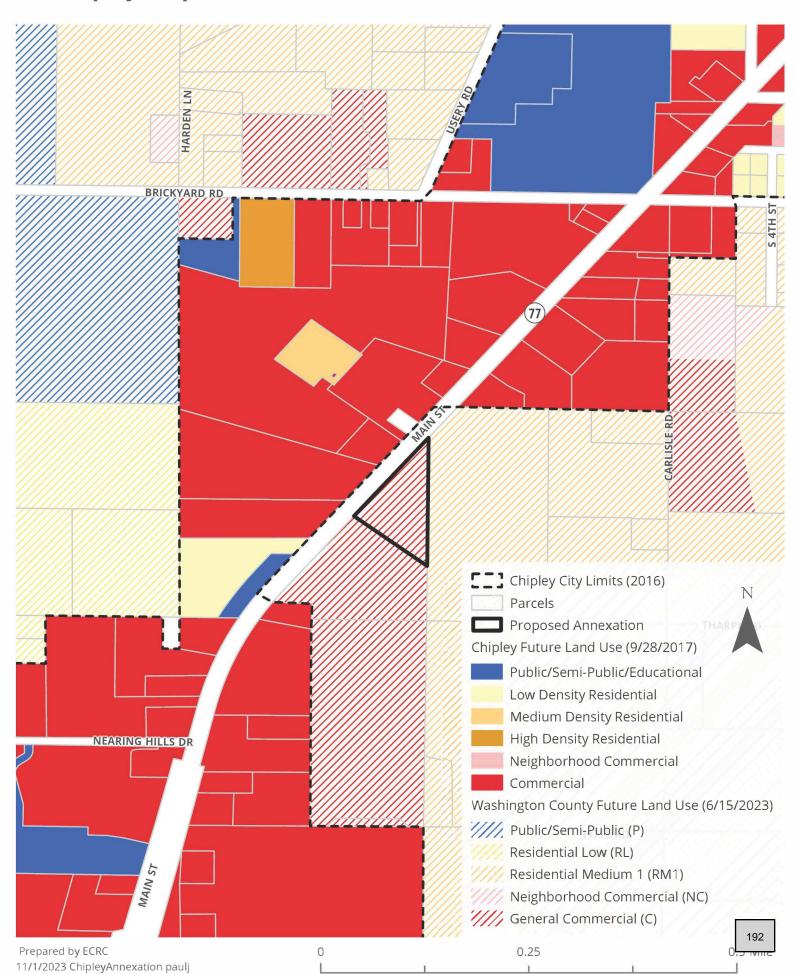
Signature of Notary Public Print, Type/Stamp Name of Notary

Janice J. Sapp

OR Produced Identification: Personally Known: Type of Identification Produced: AL JANICE J. SAPP Notary Public - State of Florida

EXHIBIT C

Chipley Proposed Annexation: 1447 Main Street, 00-222 Section H, Item2.



CITY OF CHIPLEY STAFF REPORT

SUBJECT: Resolution No. 24-18 - FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - Chipley Police Department

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This resolution will approve an agreement in the amount of \$56,600.00 from the Florida Department of Law Enforcement for the State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida program. These funds will be used for approved fentanyl-related investigative operations, which may include: overtime and related benefits; relevant travel and/or training costs; purchase of investigative supplies and equipment; relevant contractual services; and for other costs associates with cases focusing on fentanyl eradication.

RECOMMENDATION City Staff recommend approval of Resolution No. 24-18.

ATTACHMENTS

- 1. Resolution No. 24-18.
- 2. SAFE Financial Agreement.

A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM (CSFA 71.122), BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT "DEPARTMENT", AND THE CITY OF CHIPLEY "RECIPIENT".

WHEREAS, the Florida Department of Law Enforcement (Department) has selected the Chipley Police Department to be a recipient of a FY 23-24 State Assistance for Fentanyl Eradication (SAFE) in Florida Program grant in the amount of \$56,600.00, Agreement Number 2023-SAFE-SF-052; and

WHEREAS, this funding is available to conduct investigations designed to combat illegal fentanyl activity; and

WHEREAS, this funding provides reimbursement for approved fentanyl-related investigative operations, which may include: overtime and related benefits; relevant travel and/or training costs; purchase of investigative supplies and equipment; relevant contractual services; and for other costs associates with cases focusing on fentanyl eradication.

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

- 1. The City of Chipley hereby approves the Florida Department of Law Enforcement State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program Agreement No. 2023-SAFE-SF-052 in the amount of \$56,600.00.
- 2. The City for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree to perform the duties described herein in the attached Exhibit "A".
- 3. The Mayor or Mayor Pro-Tem of the City of Chipley be hereby authorized and directed to execute the agreement.
- 4. A certified copy of this Resolution be forwarded to the FDEO along with the executed Agreement.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida, this 12th day of March 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Page 1 of 2

Sherry Snell, City Clerk

Financial Assistance Agreement between the Florida Department of Law Enforcement And Chipley Police Department

Recipient:	Chipley Police Department
FLAIR Vendor ID:	F59-6000299
Project Period:	07/01/2023 – 06/30/2024
Project Title:	FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program
Agreement Number:	2023-SAFE-SF-052
CSFA Catalog Number	r: 71.122

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Chipley Police Department (herein referred to as "Recipient" or "Participating Agency"); and

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 4, Specific Appropriation 1272, Grants and Aids – S.A.F.E in Florida Program, provides \$15,000,000 in nonrecurring funds from the General Revenue Fund and \$5,000,000 in nonrecurring funds from the Operating Trust Fund for the State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program for the Recipient to be reimbursed for the eligible costs outlined in this agreement; and

WHEREAS, the Department may pay for services or equipment on behalf of the Recipient, the value of these payments will be considered State Financial Assistance to the Recipient and should be reported as such by the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

To receive S.A.F.E. funds, the Recipient will submit a Case Request form to the S.A.F.E. Executive Board for approval of funding for each individual case. Upon approval of the case for funding, the Recipient shall submit a Funding Request form showing estimated expenditures and the amount of funding requested.

Monthly, the Recipient will submit a Reimbursement Request to receive payment for expenditures incurred the previous month.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. Any travel paid from this agreement will be in accordance with State of Florida travel guidelines, including maximum rates for per diem, mileage, and lodging rates.

OVERVIEW AND FUNDING

Project Title: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

Project Start Date: 07/01/2023 **Project End Date:** 06/30/2024

Program Activities and Scope of Work

Grant funding is available to conduct investigations designed to combat illegal fentanyl activity. This grant provides reimbursement for approved fentanyl-related investigative operations, which may include: overtime and related benefits; relevant travel and/or training costs; purchase of investigative supplies and equipment; relevant contractual services; and for other costs associated with cases focusing on fentanyl eradication.

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the S.A.F.E. Executive Board.

Deliverables, Performance and Reports

Recipient agencies will conduct operations during the 2023-2024 state fiscal year according to the signed Mutual Aid Agreement (MAA). Activities shall be considered authorized only when approved by the S.A.F.E. Executive Board. The Recipient shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement.

The deliverables for this agreement are the completion of one or more of the activities listed in the Scope of Work. The minimum performance for these activities will be determined based on the needs of each investigation.

Documentation of performance and deliverables will consist of signature certification by the Regional Special Agent in Charge (SAC) on each payment invoice. FDLE will approve the specific required services and activities and associated costs based on the nature of each investigation. Active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques, procedures, or personnel are exempt from public records disclosures under section 119.071(2), F.S.; therefore, specific activities will not be detailed in this agreement or subsequent performance or expenditures reports.

Distribution and Payments

This award is a cost-reimbursement agreement, with the ability to advance, for eligible costs incurred during the term of the agreement for satisfactory performance of eligible activities described in the Budget Narrative. Only project costs incurred on or after the start date, and on or prior to the end date are eligible for reimbursement. Expenditures must be supported with documentation and verified prior to payment.

The parties agree that all expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

The parties agree that any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE.

Budget Narrative

Requests for payment will be processed and paid subject to FDLE approval.

Overtime (Salaries and Benefits):

Grant funds will be used to pay overtime or straight-time pay in excess of Recipient personnel's contracted regular pay hours for participating in the S.A.F.E. in Florida Program. Employer portion of FICA and retirement may be requested for reimbursement on overtime expenses.

In order to receive reimbursement, the Recipient will provide supporting backup documentation for all overtime costs, to consist of timesheets supporting time worked was in excess of the individual's regular pay and contracted hours, payroll records supporting the amount of personnel costs paid, and time/activity records supporting time worked were for approved S.A.F.E. in Florida Program activities.

Expense - (Travel and Training):

Grant funds may be used to pay training registration and/or travel costs for agency members participating in FDLE-approved training in direct support of S.A.F.E. in Florida Program operations. Fees for certification are unallowable under this Agreement.

Training and/or Travel costs funded under this Agreement must receive **pre-approval** from FDLE using the Funding Request form. In order to receive reimbursement for training and/or travel, the Recipient shall submit the signed form as preapproval documentation with the Recipient's request for reimbursement. Failure to provide the signed approval request at the time of reimbursement will result in the training and/or travel costs being deemed unallowable.

All expenditures related to travel will not exceed amounts specified in section 112.061, F.S., or other State of Florida travel guidelines. In order to receive reimbursement for training/travel costs, the Recipient must complete the State of Florida Travel Voucher and provide supporting documentation, including but not limited to: agendas, completion certificates, registration confirmations, lodging receipts, transportation receipts, etc.

Contractual Services, Equipment, Supplies, and Other Costs:

Grant funds may be used to reimburse equipment, supplies, and other costs directly related to S.A.F.E. in Florida Program operations, as pre-approved by the S.A.F.E. Executive Board.

In order to receive reimbursement for equipment, supplies, and other costs, the Recipient must provide supporting backup documentation, including but not limited to: Funding Request form with FDLE approval signature, invoices, payment receipts, etc.

ADMINISTRATION

For assistance with any contract or financial issues, the Florida Department of Law Enforcement can contact:

Recipient Contract/Grant Manager

Name: CURTIS PORTER Title: INVESTIGATIONS SERGEANT Address: 1430 JACKSON AVENUE, CHIPLEY, FLORIDA 32428 Phone: 850-638-6310 Email: CPORTER@CHIPLEYPD.COM

Recipient Financial Contact

Name: PATRICE TANNER Title: CHIEF FINANCIAL OFFICER Address: 1442 JACKSON AVENUE, CHIPLEY, FLORIDA 32428 Phone: 850-638-6350 Email: PTANNER@CITYOFCHIPLEY.COM Agency FEID Number: F59-6000299 Remit Address: 1430 JACKSON AVENUE CHIPLEY, FLORIDA 32428

Fiscal Year 2023-2024 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

Section I: Project Implementation

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

Section II: Payments

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

Section III: Project and Grant Management

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Section IV: Mandatory Disclosures

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

Section V: Compliance with Statutes, Rules, and Regulations

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through

appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged

against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Section VI: Records, Audits, and Information Security

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific

audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

<u>The Department of Law Enforcement:</u> Florida Department of Law Enforcement BSP Office of Planning and Budgeting ATTN: Nathan Pate Post Office Box 1489 Tallahassee, Florida 32302-1489

<u>The Auditor General's Office at:</u> Auditor General's Office, Room 401 Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions

of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

Section VII: Penalties, Termination, Dispute Resolution, and Liability

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

AWARD SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Business Support Program							
Bureau Chief Signature:							
Printed Name and Title:							
Date:							
Recipient Chipley Police Department							
Agency Head/Chief Official Signature:							
Printed Name and Title:							
Date:							

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Resolution No. 24-19 - FDOT Municipal Small County Outreach Program (M-SCOP) Grant Submission

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submission of two applications for funding for the FDOT Municipal Small County Outreach Program (M-SCOP) for MLK Dr. from SR 273 to SR 77 (approx. 0.56 mile) and Pecan St. from CR 273 (South Blvd) to SR 10 (US 90) (approx. 0.57 mile) which are both high priority infrastructure projects.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-19.

ATTACHMENTS

- 1. Resolution No. 24-19.
- 2. Location Map MLK Dr.
- 3. Cost Estimate MLK Dr.
- 4. Location Map Pecan St.
- 5. Cost Estimate Pecan St.

RESOLUTION NO. 24-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (M-SCOP) TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Chipley owns and maintains streets and associated rights-of-way within its jurisdiction; and

WHEREAS, the City of Chipley is designated as a "Rural Area of Opportunity" under *Section* 288.0d56(7)(*a*), *Florida Statutes.* As a small, rural community, adequately addressing existing deteriorated street conditions places afinancial hardship on the City and its' citizens; and

WHEREAS, this funding shortfall creates a negative impact on both public and private development, creates a potential threat to public safety and threatens to negatively affect the economic sustainability of the City of Chipley; and

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

- 1. The City of Chipley hereby endorses, as high priority infrastructure projects, improvements to Pecan Street from CR 273 (South Blvd) to SR 10 (US 90) (approx. 0.57 mile); and Martin Luther King Drive from SR 273 to SR 77 (approx. 0.56 mile), which the City will maintain once developed.
- 2. The City of Chipley hereby authorizes submission of an FDOT Municipal Small County Outreach Program (M-SCOP) project application for funding and is grateful for the opportunity; and
- 3. The Mayor, Mayor Pro-Tem, or City Administrator are hereby authorized to execute all documents required in connection with the preparation and submission of said applications.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida, this 12th day of March 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell, City Clerk

Project Location Map City of Chipley Martin Luther King St. Resurfacing Project From SR 273 to SR 77 Project Length = 0.56 Miles

Section H, Item4.

Parker Dr

End Project



N 2nd St



Grace Assembly At Chipley

77

TI

30.41

North Blvd

Grant Tabernacle AME Church

Begin Project

Murry's Tire Inc

old Bonifay Rd

West Florida Animal Shelter

273

「

1

211

Google Eart<u>h</u>

2000 ft

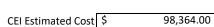
ENGINEERS COST ESTIMATE Project Name: Martin Luther King St Resurfacing Project Project Description: MLK Street from SR 273 to SR 77 (0.56 miles) Date: February 24, 2024

Pay Item Number	Pay Item Description	Quantity	Unit	En	gineer's Unit Cost	Total E	ngineer's Cost
Number			I	COSI			
101-1	Roadway Mobilization (10%)	1	LS	Τ	LS	\$	75,912.00
102-1	Maintainence of traffic (6%)	1	LS		LS	\$	45,547.00
0102-3	Commercial Material for Driveway Maintenance	65.0	СҮ	\$	91.00	\$	5,915.00
0104-10-3	Sediment Barrier	1,500.0	LF	\$	2.50	\$	3,750.00
0110-1-1	Clearing and Grubbing	2.3	AC	\$	30,000.00	\$	69,000.00
0110-7-1	Mailbox, Furnish & Install, Single	13.0	EA	\$	321.00	\$	4,173.00
0120-1	Excavation	750.0	CY	\$	14.00	\$	10,500.00
0120-2-2	Borrow (Truck Measure)	1,200.0	CY	\$	32.00	\$	38,400.00
0120-4	Subsoil Excvation	500.0	CY	\$	15.00	\$	7,500.00
0230-2	Limerock Base Material, LBR 100, Add. For FDR	320.0	CY	\$	35.00	\$	11,200.00
0230-3	Full Depth Reclamation (FDR), 12" Thick	3,800.0	SY	\$	15.00	\$	57,000.00
0285-706	Roadway Base, OBG-06 (Type B-12.5 Only)	525.0	SY	\$	50.00	\$	26,250.00
0286-1	Turnout Construction	975.0	SY	\$	52.00	\$	50,700.00
0327-70-6	Milling Asphalt Pavt (1.5")	3,150.0	SY	\$	4.00	\$	12,600.00
0334-1-52	Asph. Conc., Type SP, PG 76-22, Traffic B	750.0	TN	\$	165.00	\$	123,750.00
0337-7-80	Friction Course FC-9.5 (1") PG 76-22, Traffic B	400.0	TN	\$	190.00	\$	76,000.00
0430-174-118	18" Sidedrain Pipe Culvert	180.0	LF	\$	177.00	\$	31,860.00
0430-175-124	24" Crossdrain Pipe Culvert	30.0	LF	\$	165.00	\$	4,950.00
0430-175-142	42" Crossdrain Pipe Culvert	96.0	LF	\$	380.00	\$	36,480.00
0430-524-100	Straight Concrete Endwall, 24", Single, Round	2.0	EA	\$	6,445.00	\$	12,890.00
0430-542-200	Straight Concrete Endwall, 42", Double, Round	2.0	EA	\$	27,500.00	\$	55,000.00
0430-984-125	18" Mitered End Section, SD	18.0	EA	\$	3,250.00	\$	58,500.00
0530-3-3	Rip-Rap Rubble, Bank and Shore	100.0	TN	\$	197.00	\$	19,700.00
0570-1-2	Perform. Turf, Sod	3,500.0	SY	\$	4.25	\$	14,875.00
0700-1-11	Signs	12.0	EA	\$	506.00	\$	6,072.00
0706-1-3	Raised Pavement Marker, Type B	150.0	EA	\$	5.00	\$	750.00
0710-11-101	6" Solid White Temp TCP Striping	2.260	GM	\$	1,315.00	\$	2,971.90
0710-11-201	6" Solid Yellow Temp TCP Striping	3.390	GM	\$	1,315.00	\$	4,457.85
0711-11-125	24" Solid White Thermo	135.0	LF	\$	7.00	\$	945.00
0711-16-101	6" Solid White Thermo	1.130	GM	\$	5,715.00	\$	6,457.95
0711-16-201	6" Solid Yellow Thermo	1.130	GM	\$	5,730.00	\$	6,474.90
					Subtotal	\$	880,581.60
					Contingency	\$	88,058.16
Total Construction Costs							968,639.76
** Non-Participating Costs Utility Work E				Estir	nated Cost**	\$	15,000.00

Right-of-Way Acquistion Cost* 15,000.00 Total Cost of FDOT Non-Participating Items** \$

Design Estimated Cost \$

Note: Unit prices shown above are based on FDOT 2023 statewide 12month averages.



98,364.00

TOTAL PROJECT COST \$ 1,180,367.76

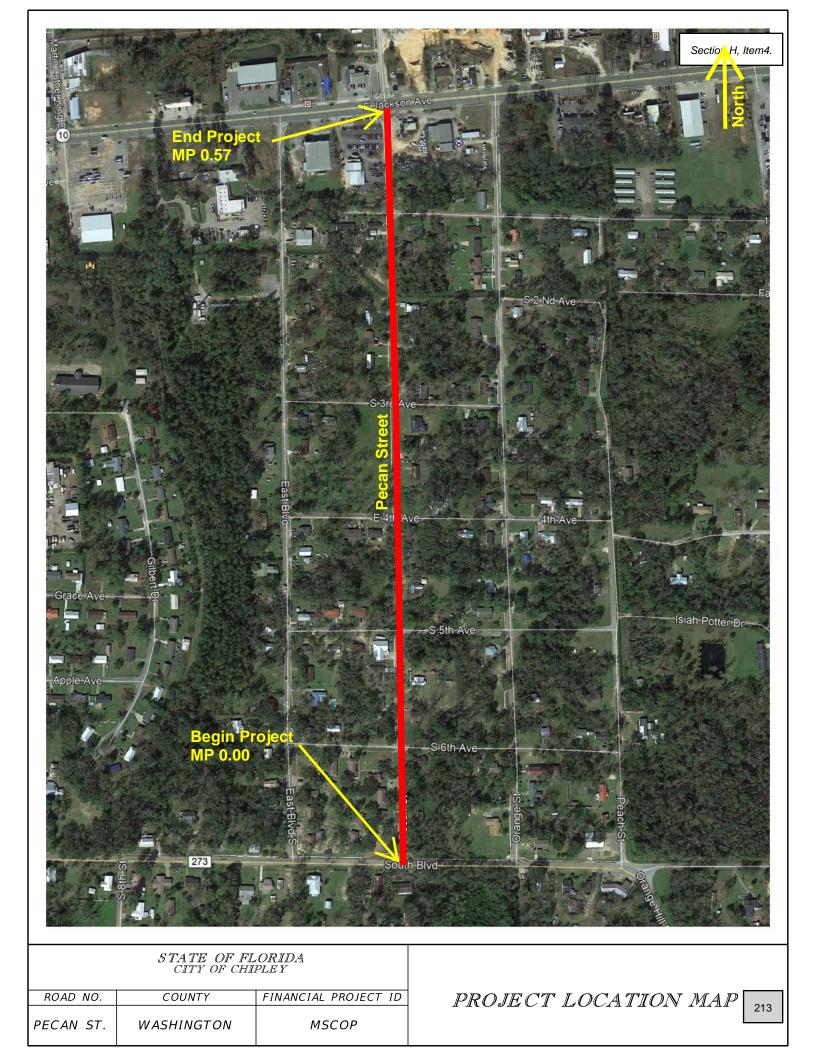
MELVIN ENGINEERING



This item has been digitally signed and sealed by Rodney O. Adams on the date adjacent to the seal.

Digitally signed by Rodney O Adams Rodney O Adams Date: 2024.02.24 12:11:03-06'00'

Submitted By: Rod Adams, P.E. DHM Engineer of Record P.E. No.: 61599



Project Name: Pecan Street Paving Project Project Description: Pecan Street from South Blvd. to SR 10 (US 90) (0.57 miles)								
•	Date: Febru				<i>o,</i>			
Pay Item	Pay Itom Description	Quantity	Unit	Engineer's Unit	Tatal Engineeria Cost			
Number	Pay Item Description	Quantity	Unit	Cost	Total Engineer's Cost			
101.1	Roadway	1	LS	LS	\$ 100,169.00			
101-1 102-1	Mobilization (10%) Maintenance of Traffic (6%)	1	LS	LS	\$ 60,101.00			
	· · · · · · · · · · · · · · · · · · ·							
102-3	Commercial Material fo Driveway Maintenance	250.0	CY	\$ 91.00				
104-10-3	Sediment Barrier	1,000.0	LF	\$ 2.50				
110-1-1	Clearing and Grubbing	2.8	AC	\$ 30,000.00				
110-4-10	Removal of Existing Concrete	100.0	SY	\$ 40.00				
120-1	Excavation	2,075.0	CY	\$ 14.00				
120-2-2	Borrow Fill (Truck Measure)	500.0	CY	\$ 32.00				
120-4	Subsoil Excavation	300.0	CY	\$ 15.00				
285-701	Optional Base Group 1	2,010.0	SY	\$ 22.00				
285-706	Optional Base Group 6	2,050.0	SY	\$ 30.00				
286-1	Turnout Construction	1,200.0	SY	\$ 52.00				
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg. Depth	5,750.0	SY	\$ 4.00				
334-1-52	Asphalt Concrete, Type SP, PG 76-22, Traffic B	625.0	TN	\$ 165.00				
337-7-80	Friction Course FC-9.5 (1") PG 76-22, Traffic B	420.0	TN	\$ 190.00				
339-1	Misc. Asphalt Pavement, (Shoulder Gutter)	221.0	TN	\$ 360.00	\$ 79,560.00			
425-1-321	Curb Inlet, Type P-2, < 10'	2.0	EA	\$ 11,035.00	\$ 22,070.00			
425-1-701	Gutter Inlet, Type S, < 10'	8.0	EA	\$ 8,925.00	\$ 71,400.00			
430-175-118	Pipe Culvert, Opt. Mat., 18" CD, Round	1,000.0	LF	\$ 144.00	\$ 144,000.00			
430-175-124	Pipe Culvert, Opt. Mat., 24" CD, Round	30.0	LF	\$ 165.00	\$ 4,950.00			
430-524-100	Straight Concrete Endwall, 24", Single, Round	2.0	EA	\$ 6,445.00	\$ 12,890.00			
430-984-125	Concrete Mitered End Section, 18" SD	10.0	EA	\$ 3,250.00	\$ 32,500.00			
520-1-10	Concrete Curb and Gutter, Type F	200.0	LF	\$ 48.00	9,600.00			
522-1	Concrete Sidewalk, 4"	500.0	SY	\$ 74.00	\$ 37,000.00			
522-2	Concrete Sidewalk, 6"	150.0	SY	\$ 98.00	\$ 14,700.00			
570-1-2	Performance Turf, Sod	1,750.0	SY	\$ 4.25	\$ 7,437.50			
700-1-11	Single Post Sign	14.0	AS	\$ 506.00				
706-1-3	Raised Pavement Markers, Type B	214.0	EA	\$ 5.00	\$ 1,070.00			
710-11-101	6" Solid White, Temporary Pavement Marking	2.280	GM	\$ 1,315.00				
710-11-201	6" Solid Yellow, Temporary Pavement Marking	2.280	GM	\$ 1,315.00				
711-11-125	24" Solid White, Thermoplastic	220.0	LF	\$ 7.00				
711-16-101	6" Solid White, Thermoplastic	1.140	GM	\$ 5,715.00				
711-16-201	6" Solid Yellow, Thermoplastic	1.140	GM	\$ 5,730.00				
/11 10 201		1.1.10	GI	Subtota				
	y \$ 116,196.02							
	· .							
** Non-Participating Costs Utility Work Estimated Cost*								
NOI-Particip	*							
		TOTAL COST OF FL	JOT NUII-Par	ticipating Items*	y 25,000.00			
Note: Unit prices shown above are based on FDOT 2023 statewide 12- month averages. CEI Estimated Cost					t \$ 130,315.62			
					t \$ 130,315.62			

ENGINEERS COST ESTIMATE



DHM MELVIN ENGINEERING This item has been digitally signed and sealed by Rodney O. Adams on the date adjacent to the seal.

1,563,787.46

TOTAL PROJECT COST \$

Rodney O Adams Date: 2024.02.24 10:46:05-06'00'

Submitted By: Rod Adams, P.E. DHM Engineer of Record P.E. No.: 61599

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Small-Scale Amendment – 1218 Campbellton Avenue – Debra McGhee-Davis

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Tamara Donjuan, Planning & Zoning Officer

SUMMARY

Applicant Debra McGhee-Davis request for a Small-Scale Amendment. Per City of Ordinance Chapter 44, Zoning, Article XII- Amendment approval through Planning and Zoning and City Council is a requirement. The location for the small-scale amendment is at 1218 Campbellton Avenue. The applicant would like to develop multi-family housing on the property.

The property is located at 1218 Campbelltown Avenue, parcel 0000000-00-2698-0001, .417 acreage is currently low density residential. Approval of the Small-Scale Future Land Use Map Amendment would change the property to high density residential which would allow development for all types of residential development to include multi-family residential structures to the property. The proposed amendment is consistent to the area with no substantial changes to the district. If approved, it would increase housing for the area that would allow growth for our community.

Signage posted to the property on January 11, 2024, provided public notice of the hearing satisfactory to the 30 days required.

Public notices were certified to thirty-seven (37) property owners within five hundred (500) feet of said property. Thirty (30) letters were claimed, eighteen (18) responses, one (1) blank, four (4) opposed and thirteen (13) in favor of the Land Use Change from LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL.

RECOMMENDATION

An increase in housing for the City of Chipley is needed. Mixed residential land uses surround the property to include low-density and medium density. City Staff recommends approval of the Small-Scale Future Land Use Map Amendment for Debra McGhee-Davis for property located at 1218 Campbellton Avenue, parcel 00000000-00-2698-0001 from residential low-density to residential high-density to create additional housing to the area.

ATTACHMENTS

1. Application, ownership documents and receipt.

- 2. Picture of signage posted.
- 3. Label list and letter mailed to owners within 500 feet.
- 4. Aerial Map
- 5. Current FLUM
- 6. NWFWMD Report
- 7. Civil plans for possible development.

Planning and Zoning met on February 22, 2024, and Approved 5-0.

ZONING CHANGE OF	R VARIANCE REQUEST	
	1500 DD 115/24	
FEE:		

Any applicant requesting a particular service specified herein shall make formal application to the City and shall pay the appropriate fee. No portion of the appropriate fee shall be refunded whether the request is withdrawn by the applicant or denied or granted by the City of Chipley.

•

Date 12/11/23 Applicant's Name Debe 1510 Shacket Phone 8 50 260 9795 Address 4215 Cam	c MCGhec Davis Ford Road, Chipty FL 32428
Ocha Mishee Denis Signature of Applicant	12/11/2-3 Date
*****	*****
ADDRESS OR DESCRIPTION OF PROPERTY TO BE C 1215 Campbellton Ave, Chipky FL 3	
TYPE OF REQUEST: Zoning Change (0) Varian	
REASON FOR REQUEST: Change requested 4. Unit residential building	IN order to Construct
SUPPORTING DOCUMENT(S):	
****	* * * * * * * * * * * * * * * * * * * *
ZONING BOARD USE (DNLY
DECISION OF ZONING BOARD:	
Signature of Board Chairman	Date
PERSON TO BE NOTIFIED OF BOARD DECISION:	
Address:	Phone #

THIS INSTRUMENT PREPARED BY: Debra McGhee-Davis 1510 Shackelford Road Chipley, FL 32428 Inst: 202367007811 Date: 11/09/2023 Time: 12:41PM Page 1 of 2 B: 1287 P: 404, Lora C. Bell, Clerk of Court Washington, County, By: EN Deputy Clerk

WARRANTY DEED

THIS INDENTURE is made this 9th day of November, 2023, by and between MARTHA L. WILSON, the unremarried widow of Jimmy O. Wilson (d. November 16, 2021) of 1155 South Boulevard, Chipley FL 32428 (herein referred to as "GRANTOR") and DEBRA MCGHEE-DAVIS of 1510 Shackelford Road, FL 32428. (herein referred to as "GRANTEE").

WITNESSETH, that said GRANTOR, for and in consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, conveys to the GRANTEE, her heirs, successors and assigns forever, the following described land situated, lying and being in Washington County, Florida, to wit:

PARCEL ID # 0000000-00-2698-0001

See Exhibit "A"

And the said GRANTOR has good right and lawful authority to sell and convey said land and does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whosoever.

NOTE: This deed is a corrective deed which corrects and supersedes any prior deeds between the same parties, said correction being recording of the attached legal description (Exhibit A) with deed. ORB 1283 P 219

IN WITNESS WHEREOF, GRANTOR has hereunto set her hand and seal on the day and year first above written, or as set forth below.

Witnesses:
Juanita Stewart-Finney
Witness Signature
Alfred FinNey
Printed Name

L. Wilson

Printed Name

STATE OF FLORIDA COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before	bre me by means of physical presence, this $\underline{q^{\dagger}}$ day of November, 2023, by as identification and who did take an oath regarding her stated marital status.
Martha L. Wilson, who produced $\frac{1}{L(FL)}$	as identification and who did take an oath regarding her stated marital status.
• .	



JUANITA STEWART-FINNEY Commission # HH 431152 Expires August 31, 2027

tary Aublic

CHURCH PARCEL

COMMENCE AT THE SW CORNER OF LOT 10,BLOCK"A" OF HAGERMAN ADDITION TO THE TOWN OF CHIPLEY,FLORIDA IN SECTION 33,TOWNSHIP 5 NORTH,RANGE 13 WEST;THENCE RUN EAST ALONG THE NORTH BOUNDARY LINE OF CAMPBELLTON AVENUE 529 FEET TO THE POINT OF BEGINNING;THENCE N 01 DEGREES 20' WEST FOR 200 FEET;THENCE NORTH 89 DEGREES 20'EAST FOR 91.0 FEET MORE OR LESS TO THE EAST BOUNDARY LINE OF LOT 11,BLOCK"A";THENCE S01 DEGREES 20' EAST FOR 200 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11 BLOCK"A";THENCE S89 DEGREES 20'WEST ALONG CAMPBELLTON AVENUE FOR 91.0 FEET MORE OR LESS TO THE POINT OF BEGINNING

Exhibit "A"

219

IMPORTANT NOTICE

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is NOT TO BE USED AS AN OFFICIAL RECORD OR FOR FINANCING PURPOSES, INSURANCE PURPOSES, PROPERTY OWNERSHIP (Deeds are the official record of title), ELIGIBILITY FOR ANY PROGRAM, AND/OR ADDRESS VERIFICATION. If you need address verification, please contact the E-911 Addressing Coordinator at (850) 638-6325.

Maps have been compiled from the most authentic information available and is to be used for <u>assessment purposes only.</u> Washington County Property Appraiser's Office assumes NO responsibility for the errors and/or omission contained herein. THIS MAP IS NOT A SURVEY

Parcel Summary

Parcel ID	0000000-00-2698-0001
Location Address	1218 CAMPBELLTON AVE
	CHIPLEY 32428
Brief Tax	33 5 13.41 ORB 1287 P 404 BEG AT SWC OF LOT 10, BLK A H/A. E ALNG N BDY LN OF CAMPBE LLTON AVE 529' TO POB, N 200', E 91' TO E BDY LN OF LOT 11, S 200'
Description	TO SEC OF LOT 11, W 20' ALNG CAMPBELLTON AVE 91' TO POB AS DESC IN ORB 1284 P 314.
	(Note: Not to be used on legal documents.)
Property Use	CHURCHES (7100)
Code	
Sec/Twp/Rng	33-5-13
Tax District	Chipley (2)
Millage Rate	20.6504
Acreage	0.417
Homestead	N

View Map

The Property Use code is a Department of Revenue code. For zoning information please contact the Planning and Zoning department at 850-415-5093.

Owner Information

Primary Owner DAVIS DEBRA MCGHEE 1510 SHACKELFORD RD CHIPLEY, FL 32428

Valuation

	2023 Final Values
Building Value	\$3,246
Extra Features Value	\$414
Land Value	\$6,825
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$10,485
Assessed Value	\$10,485
Exempt Value	\$0
Taxable Value	\$10,485
Save Our Homes or AGL Amount	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price

qPublic.net - Washington County, FL - Parcel Information: 00000000-00-2698-0001

Land Information

Land Information				Section H, Item5.
Land Use	Number of Units	Unit Type	Frontage	
000000 - VAC RES	91	FF	91	200

Building Information

Туре	CHURCH	Heat	
Total Area	2,501	Air Conditioning	NONE
Heated Area	2,501	Bathrooms	0
Exterior Walls	SNGL S/BEV	Bedrooms	0
Roof Cover	GALV SHT M	Stories	0
Interior Walls	PLY/PANEL; DRYWALL	Actual Year Built	1951
Frame Type	WD FRAME		
Floor Cover	CONCRETE		

Extra Features

Code	Description	Length x Width	Units
1851	ASPHALT PAVING COMM	46 x 24 x	1,104

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Vacant/Improved		Grantor	Grantee
N	11/9/2023	\$0	WD	1287/404	Improved	V	VILSON MARTHAL	DAVIS DEBRA MCGHEE
N	9/30/2023	\$100	QC	1284/314	Improved	GRAHAM C	HAPEL DELIVERANCE PEACE MINISTRY INC	DAVIS DEBRA MC GHEE
N	9/27/2023	\$100	QC	1284/97	Improved	B C GRAHA	M THEOLOGICAL SEMINARY	MC GHEE-DAVIS DEBRA
N	8/29/2023	\$100	QC	1281/420	Improved	BC GRAHA	M THEOLOGICAL SEMINARY	DAVIS DEBRA MCGHEE
N	3/28/2022	\$0	QC	1236/680	Improved	GRAHAMS C	HAPAL DELIVERANCE & PEACE MINISTRY	B C GRAHAM THEOLOGICAL SEMINARY
N	2/2/2022	\$100	QC	1231/502	Improved	GRAHAM	IS CHAPEL DELIVERANCE &	R C GRAHAM THEOLOGICAL SEMINARY
N	7/1/2014	\$35,000	AD	1005/504	Improved	WILSON JI	MMY O & MARTHA L WILSON	GRAHAM'S CHAPEL DELIVERANCE & PEACE MINISTRY
N	1/1/1900	\$0		0/0	Improved			

Tax Collector Site

Click here to view the Tax Collector website.

Generate Owner List by Radius

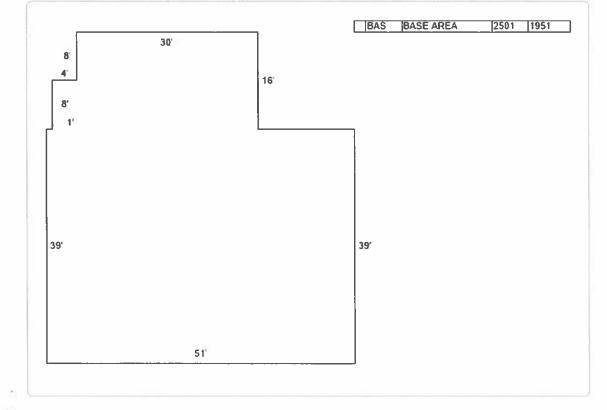


For international addresses, please use the xisx, csv or tab download formats.

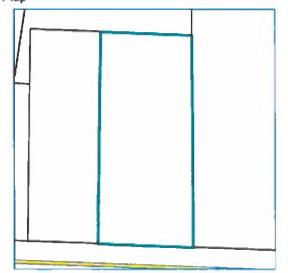


Sketches

221



Map



Washington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

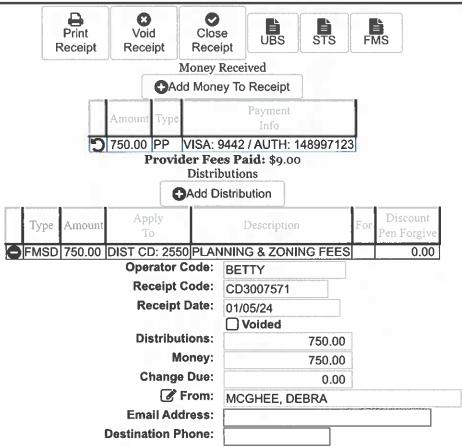
User Privacy Policy | GDPR Privacy Notice Last Data Upload: 1/8/2024, 6:36:01 AM Contact Us



222

3/3

Add/Change/Void Cash Receipt CD3007571



NOTICE OF PUBLIC HEARING REGARDING PROPOSED FUTURE LAND USE MAP (FLUM) AMENDMENT NOTICE TO AFFECTED REAL PROPERTY OWNERS

In accordance with Section 44-328 of the City of Chipley Code, this notice is being sent to all real property owners of property that directly adjoins the property and all property owners within 500 feet of the affected property for which an amendment to the Future Land Use Map (FLUM) amendment is being considered. The proposed change in the FLUM is for a Land Use Change from LOW DENSITY RESIDENTIAL to HIGH DENSITY RESIDENTIAL.

Petitioner: Debra McGhee-Davis Property located at 1218 Campbellton Avenue, Parcel No. 00000000-00-1941-0001, Acreage .417

The documents with information concerning the substances of the proposed FLUM amendment can be reviewed at the Cty of Chipley, 1442 Jackson Ave, Chipley, FL, or you may call 850-638-6350 if you have any questions.

UPCOMING PUBLIC MEETINGS:

PLANNING COMMISSION: February 22, 2024 at 3:00 pm at the City Hall, Council Chambers, 1442 Jackson Ave. Chipley, FL 32428 CITY COUNCIL: March 12, 2024 at 6:00 pm at the City Call, Council Chambers, 1442 Jackson Ave. Chipley, FL 324289

01.11.2024 11:01-AM 30.78814, -85.53511 Altitude: 147ft 1218 E Campbellton Ave, Chipley, FL 32428 BOWDEN CATHERINE E 1235 CAMPBELLTON AVE CHIPLEY, FL 32428

BRIGHAM MARTHA L 559 MARTIN LUTHER KING DR CHIPLEY, FL 32428

DAVIS TAMARA C, DAVIS ANGELO 539 MARTIN LUTHER KING DR CHIPLEY, FL 32428

FINNEY ALFRED, FINNEY JUANITA PO BOX 673 CHIPLEY, FL 32428

GILMORE DENNIE ESTATE C/O D GILMORE JR PO BOX 6733 TALLAHASSEE, FL 32314

GILMORE OSSIE LENE 582 BENNETT DR CHIPLEY, FL 32428

HOLMES JOHN E 572 YATES DR CHIPLEY, FL 32428

JOHNSON MANUEL E 2902 MALONE DR PANAMA CITY, FL 32405

MC GHEE DEBRA 1510 SHACKLEFORD RD CHIPLEY, FL 32428

MOODY CHERYL 490 WARD RD CHIPLEY, FL 32428

BRIGHAM COMER DEAN ESTATE % ISAAC BRIGHAM 1699 CONDOR DR CANTONMENT, FL 32533

CHIPLEY HOUSING AUTHORITY PO BOX 388 CHIPLEY, FL 32428

DAY PAUL PETE, DAY DEIDRA 726 ALFORD RD CHIPLEY, FL 32428

FLOWERS EDNA P 717 ORANGE ST CHIPLEY, FL 32428

GILMORE JIMMY L'SR % CASSANDRA GANT 1223 BRAFFORTON CT TALLAHASSEE, FL 32311

GILMORE WILLIE ESTATE % PAULETTE D TAYLOR & DEBROAH E WILLIAMS 5522 LOCHDALE DR ORLANDO, FL 32818

HUNTER JAMES JR 571 MARTIN LUTHER KING DR CHIPLEY, FL 32428

MC DOUGALD WILLIAM JR ESTATE 4022 MARCHANT DR HOUSTON, TX 77047

MC GHEE-DAVIS DEBRA, DAVIS DEBRA MC LEOD BRUCE PO BOX 673 CHIPLEY, FL 32428

MORRIS VIVIAN PO BOX 302 CHIPLEY, FL 32428 **BRIGHAM JOHN JR ESTATE** 688 DEERMONT CIR CHIPLEY, FL 32428

DAVIS DEBRA MCGHEE 1510 SHACKELFORD RD CHIPLEY, FL 32428

FINNEY ALFRED, FINNEY JUANITA STEV **PO BOX 673** CHIPLEY, FL 32428

GILMORE ANTHONY, GILMORE FLOREN % ANTHONY GILMORE III 11120 LAKE VICTORIA LN BOWIE, MD 20720

GILMORE MATTIE LOU % THOMAS GILMORE 8146 ELYSIAN WAY TALLAHASSEE, FL 32311

HOLMES ANNIE V KENT ESTATE % BARBARA KENT COCHRAN 569 YATES DR CHIPLEY, FL 32428

IPA VILLA CORPORATION 1242 SW PINE ISLAND RD STE 42-348 CAPE CORAL, FL 33991

MC GHEE DEBRA 1510 SHACKELFORD RD CHIPLEY, FL 32428

717 GLENWOOD AVE CHIPLEY, FL 32428

NEW STORY MINISTRIES INC 1791 MADISON LN CHIPLEY, FL 32428

PANNELL MEGAN JANE 1222 E CAMPBELLTON AVE CHIPLEY, FL 32428

SPEED ADRIAN, SPEED CARLOTTA 637 BENNETT DR CHIPLEY, FL 32428 ROUSE LIN, ROUSE EDITH V 1181 4TH AVE CHIPLEY, FL 32428

STANLEY BENNIE STEVEN 554 BENNETT DR CHIPLEY, FL 32428 SMITH PAMELA M 1226 CAMPBELLTON AVE CHIPLEY, FL 32428

WILSON MARTHA 1155 SOUTH BLVD CHIPLEY, FL 32428

YOUNGBLOOD RICKY SLY 1202 OLD BONIFAY RD CHIPLEY, FL 32428



City of Chipley

1442 Jackson Avenue Post Office Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



NOTICE OF PUBLIC HEARING

January 9, 2024

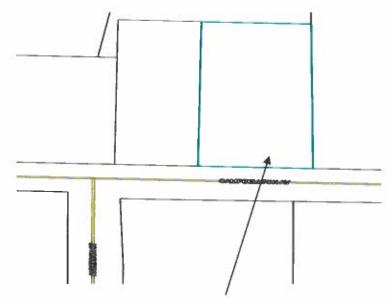
Dear Citizen:

The City of Chipley Planning & Zoning Commission will conduct a public hearing on February 22, 2024, at 3:00 pm, CST at the City Hall Council Chambers, located at 1442 Jackson Ave., Chipley, FL 32428. The purpose of this hearing is to review and consider the following request:

Location: 1218 Campbellton Avenue Parcel ID #: 00-2698-0001 Acreage: .417 Petitioner: Debra McGhee-Davis

The proposed change in the FLUM is for a Land Use Change from LOW DENSITY RESIDENTIAL to HIGH DENSITY RESIDENTIAL.

Property located at 1218 Campbellton Avenue, Parcel No. 0000000-00-2698-0001, Acreage .417



Subject Site 1218 Campbellton Avenue, Parcel #00000000-00-2698-0001

Attached is a FLUM Amendment Consent Form that must be filled out and returned to City Hall, in the enclosed self-addressed envelope no later than Friday, February 9, 2024.

Should you have any questions or need additional information regarding this request, please contact me prior to the public hearing at (850) 638-6350.

Sincerely, 16

Tamara Donjuan Planning and Zoning Officer



City of Chipley

1442 Jackson Avenue Post Office Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



REZONING CONSENT FORM

January 9, 2024

Petitioner Debra McGhee-Davis is requesting a change in the FLUM for a Land Use Change from LOW DENSITY RESIDENTIAL to HIGH DENSITY RESIDENTIAL.

Location: 1218 Campbellton Avenue Parcel ID #: 00-2698-0001 Acreage: .417 Petitioner: Debra McGhee-Davis

Per City Code, the city is required to have a written response from you in regards to this zoning change request.

Please check the appropriate box below to indicate your position on this small-scale amendment request:

[] Yes – In favor.

[] No Not in favor.

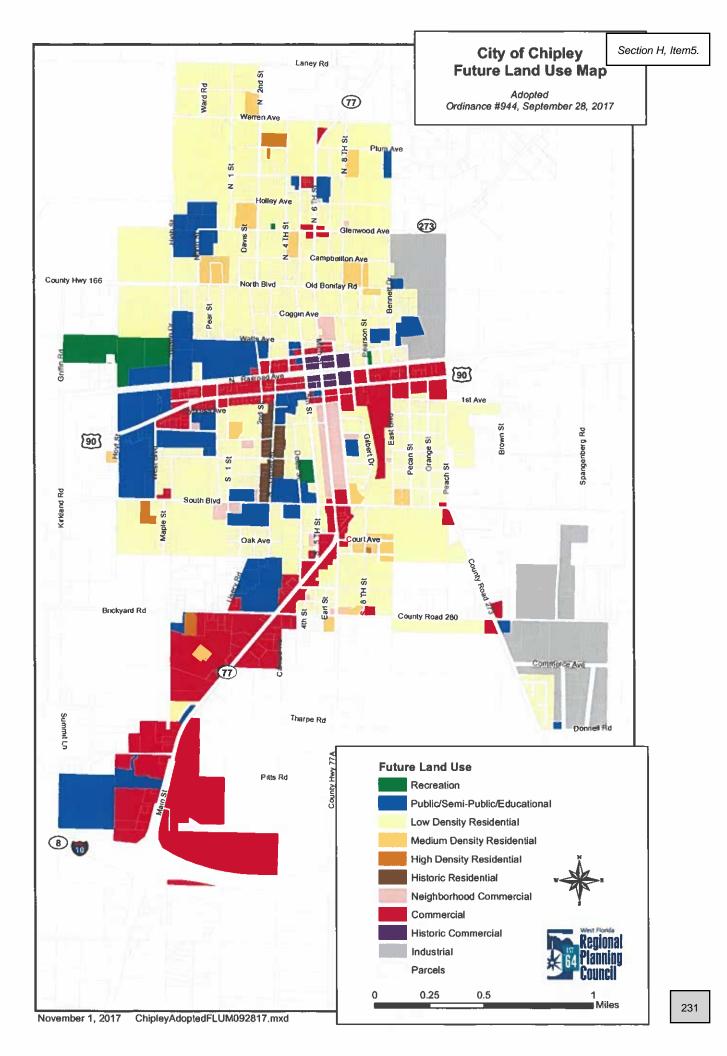
Signature

Date

Print Name:	

Address:





NWFWMD Report

Geographical Information

Latitude/Longitude:30.78839,-85.53513Address:1218 Campbellton Ave, Chipley, FL, 32428, USAParcel ID:0000000-00-2698-0000Firm Panel (Preliminary):N/AFirm Panel (Effective):12133C0070D

Flood Information

Flood Zone Information	ı				
Preliminary Flood Zone					
Location of Interest: N/A					
Parcel:	N/A				
Base Flood Information*: N/A					
Effective Flood Zone					
Location of Interest: X					
Parcel: X:100%;					
Base Flood Information*: N/A					

*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. Datum of measurement is NAVD1988.

Zone VE: A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined. Zone AO/AH: An area inundated by 100-year flooding, or which BFEs have been determined. Zone AD/AH: An area inundated by 100-year flooding, or which BFEs have been determined. Zone AD/AH: An area inundated by 100-year flooding, or which BFEs have been determined. Zone AD/AH: An area inundated by 100-year flooding, or which BFEs have been determined. Zone A: An area inundated by 100-year flooding, for which no BFEs have been determined. Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500): An area inundated by 500-year flooding an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. Zone X: An area of minimal flood hazard. Disclaimer:

Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held response.

232

Effective SFHA Flood Map (Effective Issue Date: 7/4/2011)



1218 CAMPBELLTON AVE DUPLEX CHIPLEY, FLORIDA

ENGINEER:

BTK ENGINEERING SERVICES, INC.



Oraunga res vals without a represent, manufacture report and

DECEMBER 12, 2023

NO CALCIUM CHLORIDE PERMITTED.

IN A TEN FOOT STRAIGHT EDGE.

MASONRY AND SHALL BE. WALLS BELOW GRADE WALLS ABOVE GRADE

AND EXTERIOR LOAD REARING WALLS.

SWITCHES, AND RECEPTACLES.

48.10.

4.10

\$3.

54

5.5

63.

6.6

6.5

7.3

8.2

92

0.7

11.2

5.4.1

542

1 100 281 6.2

OTHERWISE

WOOD TRUSSES.

NO CACCOMPARTMENT FOR THE ENCOURAGED # THEY ARE NON CORROSINE TO THE REINFORCEMENT, Finds IT TEXTURE SHALL BE KERFED WITH OWNER CONCRETE SURFACE SHALL BE UN FORM AND STRACHT AND LEVEL TO WITHIN 1#"

REQUIREMENTS FOR MASONRY STRUCTURES AND ACI 300, SHEEDING VODE MASONRY STRUCTURES AND ACI 300, I SPECIFICATION FOR MASONRY STRUCTURES.

MORTAR SHALL COMPLY WITH THE BUILDING CODE REQUIREMENTS FOR CONCRETE

REINFORCED CONCRETE MASONRY UNITS SHALL BE GROUTED WITH 3,000 PSI COURSE GROUT CONFORMING TO ASTM C476

6. WOOD FRAMING SHALL BE 12, WITH A MINIMUM EXTREME FIBER BENOING STRESS OF

CONSTRUCTION MANUAL.) HEADERS SHALL BE (2) 2x12S WITH %" PLY-WOOD FLITCH PLATES UNLESS NOTED

UTHERWISE. ALL TRUSSES AT EXTERIOR AND INTERIOR LOAD BEARING WALLS SHALL BL ANCHORED WITH SAMPSON HI USE SAMPSON HURRICHIE MARDWARE FOR TRUSS SUPPORTS AT ALL INTERIOR

7. TRUBSER 7.1 TRUSS SYSTEM SHALL BE DESIGNED BY A REGISTERED ENGINEER TO WITHSTAND 139 MPH WIND LOAD AS WELL AS A 10 P8F DEADL OAD ON THE TOP CHORD AND A 10 P8F ON THE BOTTOM CHORD. 2. INSTALL TRUSSES ACCORDING TO THE TRUSS MANUFACTURES

INSTALL LATERAL BRACING AT 48" OK THROUGH THE FIRST FOUR TRUSSES.

ELECTRICAL DESIGN INSTALLATION SHALL BE PERFORMED BY A LICENSED PROFESSIONAL AS REGURDED OR ALLOWED BY CHAPTER ATLONE FLORIDA STATUTES PER N.E.C. REGURDEMENTS AND THE LOCAL CODES.

 MMAC
 DESIGN AND INSTALLATION SHALL BE PERFORMED BY A LICENSED
 PROFESSIONAL AS REQUIRED OR ALLOWED BY CHAPTER 411 OF THE FLORIDA
 STATUES AND BE IN ACCORNACE WITH INCOL LINERGY COLOR REQUIREMENTS
 Provide FLORIDA
 STATUES AND BE IN ACCORNACE WITH INCOL LINERGY COLOR REQUIREMENTS
 Provide FLORIDA
 Provide FLORIDA

10. PLANSMED 11. ALL PLUNGHD DESIGN AND INSTALLATION SHALL BE PERFORMED BY A LICENSED 10. LINGHD CONTRACTOR PER F8C 10. PROVIDE A CLEMOUT ON THE DPOSITE SOE OF THE RESIDENCE FROM THE SEPTIC SYSTEM 10. VERFY COLOTIONS OF EXTERIOR HOGE BIES.

PRODUCTS AND PRODUCT APPROVAL 1... CONTRACTOR SHALL MAKE AVALABLE ALL NECESSARY DOCUMENTS FOR FLORIDA PRODUCT APPROVAL RECOIRSENTS 1... NAME BRAND PRODUCTS AS MENTIONED IN THESE DOCUMENTS MAY BE

SUBSTITUTED WITH EQUAL OR APPROVED PRODUCTS

FLORDA BULDING CODE. VERIFY LOCATIONS OF ALL CELING VENTS. IT IS ASSUMED FOR THE PURPOSE OF THESE DRAWINGS THAT THE BULDING WILL CONTAIN MINI SPLIT SYSTEMS DESIGN, SIZED AND INSTALLED BY OTHERS

OWNER TO VERIFY LOCATIONS OF ALL FLOOR PLUGS, CELING PLUGS, LIGHTS,

RECOMMENDATIONS AND IN ACCORDANCE WITH BCS11-03 QULD TO QOOD PRACTICE FOR HANDLING, INSTALLING AND BRACING OF METAL PLATE CONNECTED

WOOD FRAMING SHALL COMPLY WITH THE WECH-2001 (WOOD FRAME

TYPE M

TYPE 8

MARDNEY
 MARDNEY
 MARDNEY
 MALCAN BELOW FRISH FLOOR SHALL BE POURED SOLID WITH 3000 PSI GROUT
 CONFORMING TO ASTA CAYS.
 S2. CONFORMER MASONRY WORK SHALL CONFORM TO AST 530, BUILDING CODE

1218 CAMPBELLTON AVE DUPLEX CHIPLEY FLORIDA

LENGTH	46-0
WIDTH	32-0
EAVE HE ICHT	8"-0"
ROOF SLOPE	3:12
COLLATERAL/GRAVITY	4 P8F
FLOOR LIVE LOAD	40 PS
ROOF LIVE LOAD	20 PS
TABLE OF CONTENTS	

TABLE OF CONTENTS	
DESIGN CRITERIA	
FOUNDATION PLAN	
FOUNDATION DETAILS	
FLOOR PLAN	
ROOF FRAMING PLAN	
BUILD ING ELEVATIONS	
WALL SECTIONS	

APPLICABLE CODES

Fionds	Building	Code,	Building	(F8C-8)	2020
ASCE					7-16

Design-	Catheria					Building Specif	icelions.		
Deem Ve	Auto Avail	3 vez met	178 00	h math		Enclased Balling C.	and the second se		14
Hering C.	AT ADDRESS			i		Inches of Husbirg Ve	nim -		2.4
Righ Calley	pery .		1	1		Post Beight			11
WALLIN	86478					broops Happy mought			
Erdes.m	Clevels at a		Enclosed			Paul State			3 an 12
Internet Pr	an same Cost	lie, we	:0 1	•		End Zone Width		31	2.4
Dame Press	-		312	t and		Venues ASD (Jon.	Ovel3	16	1.44
Cutopera	ad a net Caude	ing Press					Libraryo Pe		
200.0	CC ₀	66.4		1000000			2444	magei	Outwent
			- -		OCpt.	Second		pul	84
					par .		i		
14	1.12	4 19	1122	1.10	17.12	Webs/Webs/PE1		42.75	19.67
1.	. 09	. 0 II .	_31.22_	1.20	-37.71	Planet (Wantes and)	- 2	9.30	41.8
2.	4.6	4 18	31.72	1 4 64	313	Physiol & womanted	3	6.96	-20 60
2	- 21	0.00	31.22	-228	-71.10	Well (, second)	- 4 - 1	6.36	-19.67
25	22	3	31 22	22	64 62	Colto (Washerd)	- 6 - 1	18 19	4.30
3+	6.6	4.16	3122	11.2	21 23	Gable (Leenard)	- 6	4.30	14.67
- 2	25		11.22	5.20		Wel (Knower)		36.18	-30.62
31	31	1	11 72	-19	-115 50	Hard (Wants art)		-12-	V4 83
40.		1k	7122	11111	19.94	Heat & second)		8.00	41.16
	-1.0	4 18	31.22	1.70	·39.96	Wind & second	- 42 - I	0.00	-25 86
	1	1.16	3122	11	21.44	Galle (Made at 0	12	24.00	0.00
5	-14	0.10	31 22	1.50	-19 10	Gable (Lineaded)	40	4.94	19.64

90.1 50.1 51.1

\$1.1

82.1

\$2.1 \$3.1 \$4.1

Gr 2010 3100 300 0		()
	Both/14	
the shi cartegiory		1 1
Sergina (Imparts See Facto	(15)	1
Vip.pod tpit, 2 + t+ m, Bit	0.405 [8.7	10064
9 ter c Mas-	*	0

9 ter C Mas-	
Design spectral researce as saferation parameters, by and \$	D
640 0.001 641 01	54.7
lans the exception and which a second s	÷
factors have been added a state of the second	-8
Panigh seventheral(s)	947
Ven tal testaria cambrambi (3. 2)	246
Resources and Millellion Conffrence (A) R	2

Analy in proceeding place ASC 7 Indus 14 NOTES

80025 1.1

THE ENGINEERING SERVICE WAS HIRED BY THE OWNER TO CONVERT A BET OF EXEMPTION FLANE TO A THE ATTLENE BY COMPARENT OF ANYTICE TO CONVERT A BET OF A SINGLE THE OWNER TO A THE ATTLENE TO BE THE OWNER ANYTHING A DEPENDENT OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT OF OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT A THE OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT A THE OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT A THE OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT A THE OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT A THE OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT A THE OTHER A BY BULKET THE OTHER DEPENDENT OFFICE A DEPENDENT A THE OTHER A BY BULKET A DEPENDENT OF THE OTHER A DEPENDENT A DEPENDENT OF CONSISTENT A DATA COMPLIANT.

- 2.1 ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN 10 MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS.
- DOCUMENTS. SMOP DRAWINGS REQUIRE PRE-ENGINEERED TRUSS SYSTEM ENGINEERED
- 221
- SUBMITTALS REQUIRED 2.3.1
- 2.1.2 CONGRETE MIX DESIGN. CONCRETE TEST REPORTS
- 2.3.3. 24
- 2.5
- 2.6
- 22
- CON INCLOSE A LASO NE BACHNEIDE FON INELAN, INE FINADA, TECHNINGES, SECUENCES, AND PROCEDURES OF CONSTRUCTION SITE ENDANEERING AND LAYOUT IS SPECIFICALLY OMITTED FROM SCOPE. SITE AND CONSTRUCTION SHALL COMPLY WITH OSHA OR EM383 AT ALL TIMES SITE BHALL SE MAINTANE IN A CLEAN, CROERLY, AND SAFE MANNER AT ALL 2.9
- TIMES 2.10.
- CONTRACTOR SHALL SUBMIT A SOLS BORING REPORT TO BTY ENGINEERING TO A MINIMUM OF 25 PRIOR TO CONSTRUCTION FOUNDATION MAY CHANGE BASED ON MINIMUM OF 237 P1 THESE FINDINGS.

- 3 3008 3.1. NOTHING IS THIS PLAN SHALL BE CONSIDERED A SITE PLAN ALL REFERENCES TO GRADE ARE FOR LLUSTRATION ON, Y. HOWEVER ALL GRADES SHALL SLOPE AWAY FROM THE RESOLDINGE FOR A MINISING OF TO MALL DRECTIONS. 2. CONTRACTOR SHALL VERY SOLE AFREE OF MUCK, CAN, SUT, ORGANICS, OR
- OTHER UNSUITABLE MATERIALS
- OTHER UNSUITABLE MATERIALS. CONTRACTOR SHALL REMOVE ALL LAYERS OF SOR THAT CONTAIN ORGANICS. CONTRACTOR SHALL VERFY FLOOD ZONES AND WATER TABLES AND ASSURE FINSH FLOOR IS AT THE REQURED ELEVATION. CONTRACTOR SHALL VERFY AND COMPLY WITH ALL BUILDING SETBACKS AND 3.3. 3.4
- 3.5.
- EASEMENTS. SDL SHALL BE CAPABLE OF SUPPORTING AND ALLOWABLE BEARING PRESSURE OF 3.6.
- 2000 PSI CONTRACTOR SHALL VERIFY ALL SOLS ARE COMPACTED TO 98% MAXIMUM 3.7.
- 34
- LEWS IN LIDD FED ROOTORI. ALL BOX 5 INDER 8 ABS SHALL BE TREATED FOR TERMITES. STRUCTURAL BACIFILL AND FLL SOLS STRUCTURAL BACIFILL AND FAL SOLS BE PLACED IN LODGE LITTS NOT EXCEEDING 12 NORES & THICKNESS WHEN COMPACTED BY THE USE OF A VIBATAON TOURING OLER. THE LET THICKNESS 3.9.1. COMPARIED BY TRACK-BOBLE A VARIATION DOWNLOLDEN THE LET TRACK-SHOLD BE REDUCED TO BY CHES F THE ROLLER OPERATES IN THE STATIC MODE OR IF TRACK-MOUNTED COMPACTION EQUIPMENT SUSED, IF MAND-HELD COMPACTION EQUIPMENT IS USED, THE LIFT THIORIESS SHOULD BE FURTHER REDUCED TO 8 INCHES. STRUCTURAL FALL IS DEFINED AS A BE PORTHER REDUCED TO SHORTS STADL OWNER FLETS DEPRED AS A NON-PLASTIC, INDERANC, DRANILAR SOL HAVING LESS THAN TO PERCENT MATERIUL PASSNO THE NO, 200 MESH SIEVE AND CONTAINING LESS THAN PERCENT ORAMIC MATERIAL, TYPICALLY, THE MATERIAL SHOLD EXHIBIT MOSTURE CONTENTS WITHIN 12 PERCENT OF THE MODIFIED PROCTOR OPTIMUM MOISTURE CONTENT (ASTM D 1557) OURING THE COMPACTION OPERATIONS, COMPACTION SHOULD CONTINUE UNTEL DENSITIES OF AT LEAST SIPERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTMID 1357) HAVE BEEN ACHIEVED WITHIN EACH LIFT OF THE COMPACTED STRUCTURAL

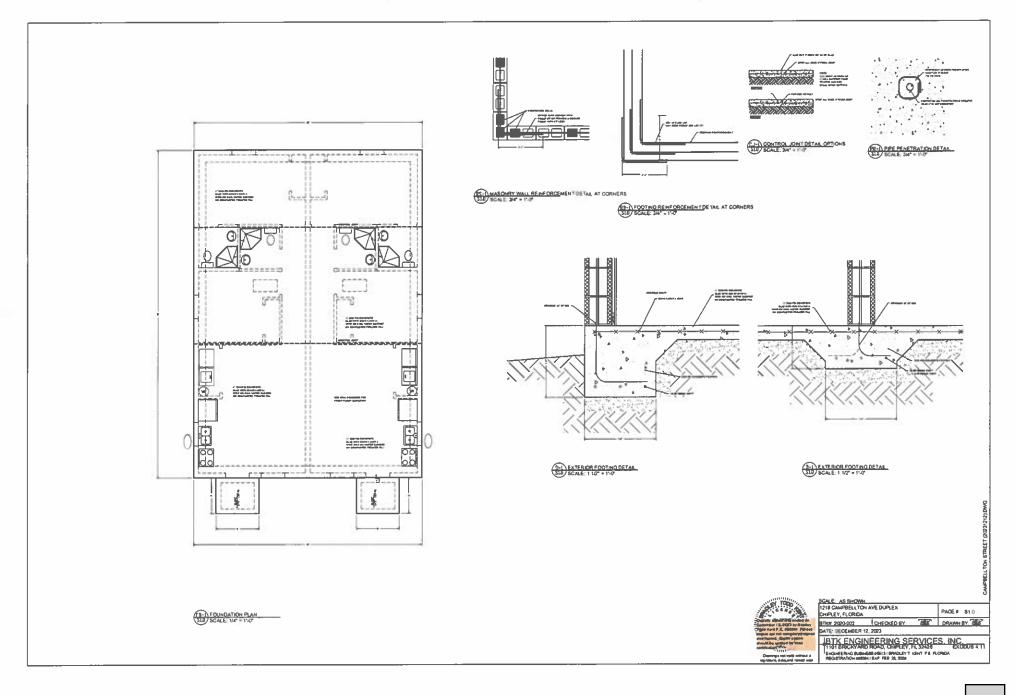
FILL

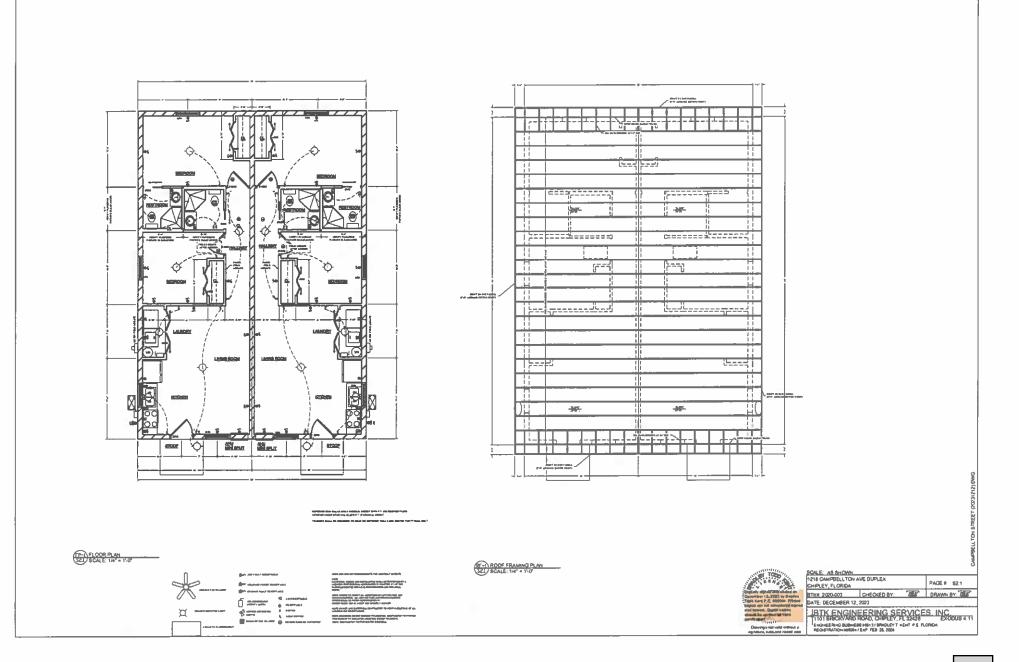
- COUNDATION ALL CONCRETE SHALL HAVE A NIHIMUM COMPRESSIVE BREAK STRENGTH OF 3000 PSI AFTER 28 DAYS CONCRETE MIX DESIGN SHALL BE SUBMITTED TO BITK ENGINEERING FOR APPROVAL
- 42
- PRIOR TO PROCUREMENT ALLOW ONE WEEK FOR REVIEW CONCRETE SHALL HAVE FIELD CYLINDERS TAKEN AND TESTED IN ACCORDANCE WITH ACI DIE. 4.3.
- CONCRETE SLUMP SMALL BE BETWEEN 3 AND 6 INCHES AT THE TIME OF 4.4
- PLACEMENT.
- ALL REINFORCING BARS SHALL BE GRADE 40, ASTMO16 AND LAP 30 GAR DIAMETERS. WELDED WIRE REINFORCEMENT SHALL CONFORM TO ASTM A185 AND LAP A 4.6
- MINIMUM OF 6" 4.7 SLAE ON SUPPORTS (NOT PULLED INTO PLACE.) PROPORTION NORMAL-WEIGHT CONCRETE MIXTURE AS FOLLOWS:
- 4.8.
- 41.5 PORTLAND CEMENT, ASTM C 150, TYPE W, NO FLY ASH PERMITTED MINIMUM COMPRESSIVE STRENGTH: 3000 PSI AT 28 DAYS. MAXIMUM WATER-CEMENTITIOUS MATER MLS RATIO: 0.51.
- 4.8.2 4.8.3.
- 4.8.4 SLUMP LIMIT: 3" TO 6"
- NORMAL-WEIGHT ADDREGATES: ASTN C 33, CLASS 3M COARSE ADDREGATE 4.8.8.
- OR SETTER, ORADED. MAXIMUM COARSE-ADGREGATE SIZE 34" MAXIMUM UNLESS NOTED FINE ADGREGATE; FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO 485
- ALKALLIN CEMENT
- ALRALIN CEMEN . AR CONTENT: 5 PERCENT, PLUS OR MINUS 1 5 PERCENT AT POINT OF DELMERY FOR 34-INCH (38-MM) NONINAL MAXMUM AGOREGATE SIZE. 4.8.8

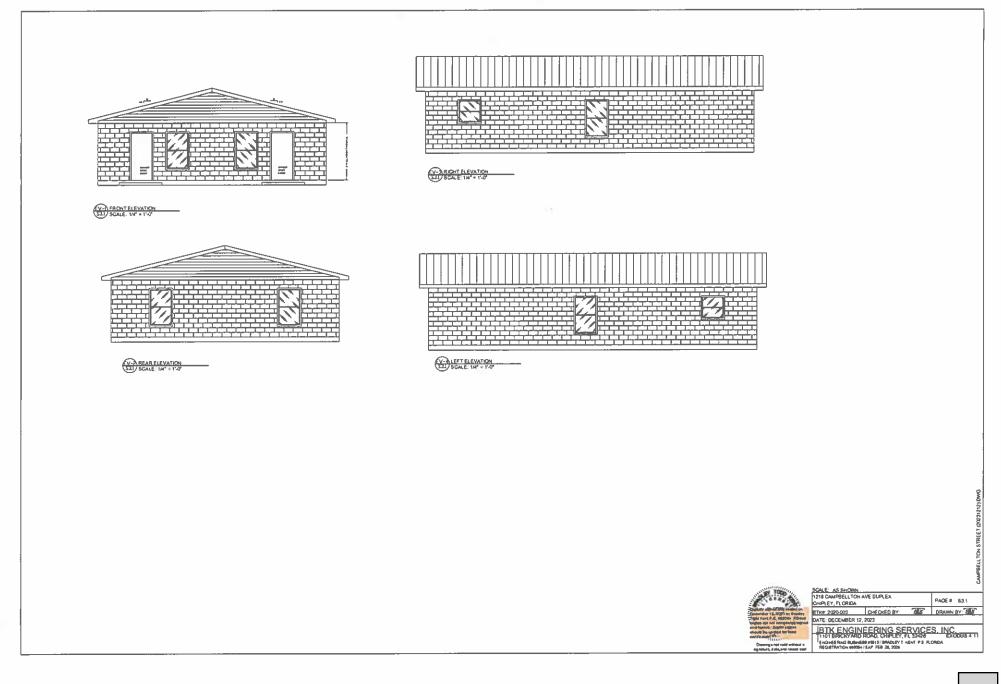
SCALE AS SHOWN 1218 CAMPBELLTON AVE DUPLEX CHIPLEY, FLORIDA BE DRAWN BY BE BTHOF 2020-003 CHECKED BY DATE DECEMBER 12 2023 JETK ENGINEERING SERVICES. INC.

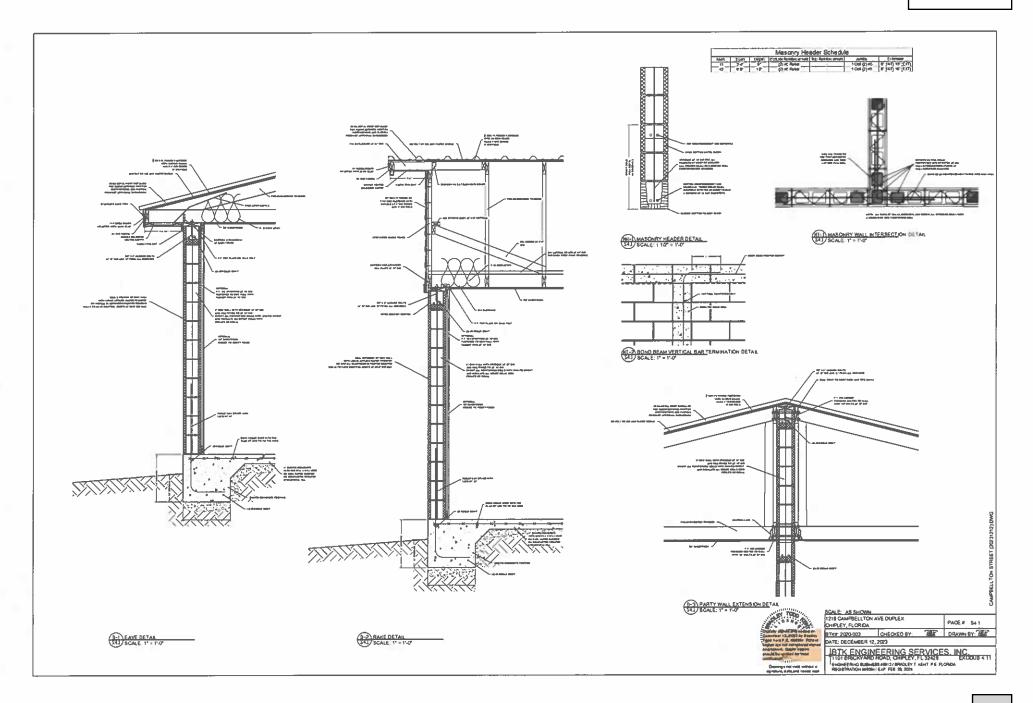
ENDINEERING BUILDERS HILTS BINDLEY T KENT P.E. FLORIDA REGISTRATION MIDIA LEXP FEB 30, 2026

PAGE # SO 1









CITY OF CHIPLEY STAFF REPORT

SUBJECT: Request for Development Order – 1680 Main Street – Waffle House, Inc.

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Tamara Donjuan, Planning & Zoning Officer

SUMMARY

Applicant Waffle House Inc. requests a development order per City of Chipley Ordinance. The property is in the Corridor Development District which requires approval through Planning and Zoning and City Council.

The proposed project is to add electric vehicle charging stations to their existing parking lot located at 1680 Main Street. Parcel 00000000-00-2341-0007, .602 acreage is currently zoned for commercial with the maximum lot coverage of 85 percent. Approval of the new electric vehicle charging station would not increase any additional lot coverage including the impervious surfaces but would allow accessibility for people who drive electric vehicles to receive a charge. There are no substantial changes to the area.

RECOMMENDATION

City Staff recommend approval of the development order for the new construction for electric vehicle charging station.

ATTACHMENTS

- 1. Land Use Compliance Certificate
- 2. Receipt
- 3. Ownership Documents
- 4. NWFWMD Report
- 5. Civil Plans

Planning and Zoning met on February 22, 2024, and Approved 5-0.



City of Chipley

Land Use Compliance Certificate

Fee Amount \$ 100 PD



Verification provided for (Owner's Name): Waffle House Inc.

Project Site Address: 1680 Main St. Chipley, FL 32428_____

Phone Number: 850-638-8270_____

Contractor Name/Address: PxT Infrastructure Solutions LLC. /461 From Rd. Paramus, NJ 07652

Contractor Phone #: 888-501-3050 Parcel I.D. Number: 00000000-00-2341-0007

City of Chipley Future Land Use Designation

Low Density Residential		Neighborhood Commercial	-
Medium Density Residential		Historic Commercial	
High Density Residential		Industrial	
Historic	-	Recreational	
Commercial	X	Public/Semi Public/Educational	

Scope of work (Please provide details of all work): Installation of (2) new 180 kW DC Fast Chargers with associated equipment for new Electrical service to power the chargers.

A site inspection has been performed on the above development site within the City of Chipley, Florida. It is hereby verified that all site development standards meet the City's land use, zoning and comprehensive planning requirements.

Applicant

11/7/23

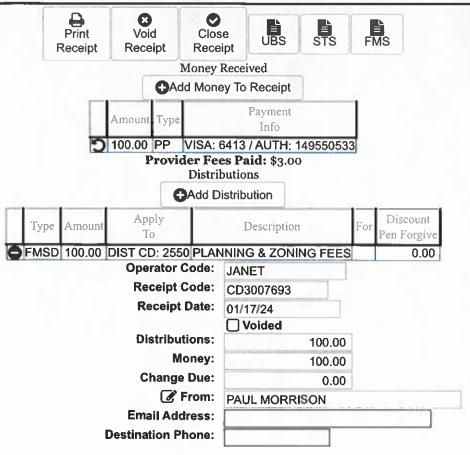
Date

City Official Verifying Compliance

Date

Notice to Applicant: This certificate must be presented to the Washington County Building Official and is requisite to issuance of a "Certificate of Occupancy" for your construction project.

Add/Change/Void Cash Receipt CD3007693



IMPORTANT NOTICE

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is NOT TO BE USED AS AN OFFICIAL RECORD OR FOR FINANCING PURPOSES, INSURANCE PURPOSES, PROPERTY OWNERSHIP (Deeds are the official record of title), ELIGIBILITY FOR ANY PROGRAM, AND/OR ADDRESS VERIFICATION. If you need address verification, please contact the E-911 Addressing Coordinator at (850) 638-6325.

Maps have been compiled from the most authentic information available and is to be used for assessment purposes only. Washington County Property Appraiser's Office assumes NO responsibility for the errors and/or omission contained herein. THIS MAP IS NOT A SURVEY Washington County, FL

Parcel Summary

Parcel ID	0000000-00-2341-0007
Location Address	1680 MAIN ST
	CHIPLEY 32428
Brief Tax Description	17 4 13 .60 OR 337 P 613 PRCL DESC IN OR 337 P 613 "DIE"
	(Note: Not to be used on legal documents.)
Property Use Code	RESTAURANT/CAFE (2100)
Sec/Twp/Rng	17-4-13
Tax District	Chipley (2)
Millage Rate	20.6504
Acreage	0.602
Homestead	Ν
	Location Address Brief Tax Description Property Use Code Sec/Twp/Rng Tax District Millage Rate Acreage

View Map

'The Property Use code is a Department of Revenue code. For zoning information please contact the Planning and Zoning department at 850-415-5093,

Owner Information

Primary Owner
WAFFLE HOUSE INC
PO 80X 6450
NORCROSS, GA 30091

Valuation

	2023 Final Values
Building Value	\$116,754
Extra Features Value	\$17,627
Land Value	\$132,500
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$266,881
Assessed Value	\$266,881
Exempt Value	\$0
Taxable Value	\$266,881
Save Our Homes or AGL Amount	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
001000 - COMMERCIAL	125	FF	125	210 242

Building Information

Building Infor	mation			Section H, Item6.
Туре	FASTFOOD	Heat	FORCED AIR DUCTED	
Total Area	1,788	Air Conditioning	CENTRAL	
Heated Area	1.692	Bathrooms	0	
Exterior Walls	CONC BLK; GLASS THRM	Bedrooms	0	
Roof Cover	BUILT-UP	Stories	0	
Interior Walls	PLASTER; CERAMIC TL	Actual Year Built	1999	
Frame Type	MASONRY			
Floor Cover	CORK/VTILE			

Extra Features

Code	Description	Length x Width	Units
1851	ASPHALT PAVING COMM	185 x 65 x	12,025
1857	CONCRETE PAVING COM	78×6×	468
1857	CONCRETE PAVING COM	12 x 12 x	144
1857	CONCRETE PAVING COM	27×6×	162
1857	CONCRETE PAVING COM	36 x 3 x	108
1857	CONCRETE PAVING COM	18 x 15 x	270

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Vacant/Improved	Grantor	Grantee
N	2/1/1999	\$140,000	WD	337/613	Vacant	APPLEAIR LMTD TO WAFFLE HOUSE	

Tax Collector Site

Click here to view the Tax Collector website.

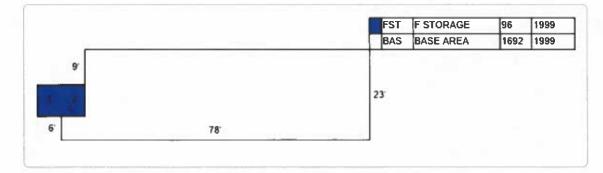
Generate Owner List by Radius

Distance:				
100	Feet 🗸			
Use Addres				II Owners arcei ID on Label
Select export	file format:		Skip Labels	0
Address	s labels (5160)	~	9	
International	mailing labels that exceed 5 lines are	e not supported on the Address labels (5160	0.	

For international addresses, please use the xisx, csv or tab download formats.



Sketches



qPublic.net - Washington County, FL - Parcel Information: 00000000-00-2341-0007

Map

Section H, Item6.



Washington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Contact Us



User Privacy Policy | GDPR Privacy Notice Last Data Upload: 1/17/2024, 11:10:07 AM

NWFWMD Report

Geographical Information

Latitude/Longitude: 30.75262,-85.55105 Address: 0000000-00-2341-0007 Parcel ID: Firm Panel (Preliminary): N/A Firm Panel (Effective): 12133C0070D

Waffle House, 1680 Main St, Chipley, FL, 32428, USA

Effective SFHA Flood Map (Effective Issue Date: 7/4/2011)



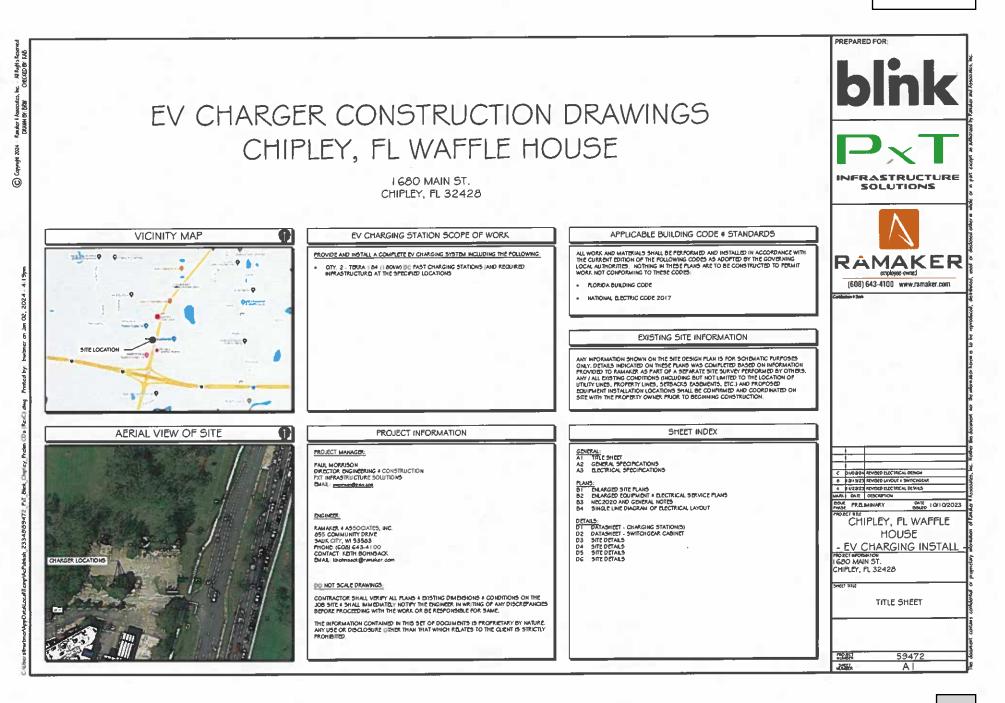
Flood Information

Flood Zone Information	1
Preliminary Flood Zone	
Location of Interest:	N/A
Parcel:	N/A
Base Flood Information*:	N/A
Effective Flood Zone	
Location of Interest:	Х
Parcel:	X:100%;
Base Flood Information*:	N/A

*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. Datum of measurement is NAVD1988.

Zone VE: A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined. Zone AO/AH: An area inundated by 100-year flooding, for which BFEs have been determined. Zone AO/AH: An area inundated by 100-year flooding, for which BFEs have been determined. Zone AO/AH: An area inundated by 100-year flooding, for which BFEs have been determined. Zone A: An area inundated by 100-year flooding, for which no BFEs have been determined. Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500): An area inundated by 500-year flooding an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. Zone X: An area of minimal flood hazard. **Disclaimer:**

Atthough derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held responsible. for the misuse or misinterpretation of the information presented in this portal. 245



C Construction was constructed with an exceeding of the Construction of the Construct				· · · · · · · · · · · · · · · · · · ·	PREPARED FOR:
 An and and and and and and and and and an	GEN	ERAL SPECIFICATIONS			
 Autona data data data data data data data da	1.	NOTES TO SUBCONTRACTOR	3.	<u>CONTAL</u>	
	A	all original primits must be posted on site before work can commence. All permits are reoured to be in a noticeable Location for review by the permitting jurisdiction.	A	INSTALLATION.	
 - I. Subject of the display of the dis	Ð.	ITIE GENERAL SUBCONTRACTOR MUST VERIEY ALL DAMDISIONS, CONDITIONS AND BLEVATIONS BEFORE PROCEEDING WITH THE WORK. All work shall be performed in a workmarker manner in accordance with accepted construction practices.	Ð.	UTILITY COMPANIES ROUTING OF CONDUITS MAY BE MODIFIED TO MEET SITE REQUIREMENTS, EXACT CONDUIT ROUTING TO BE	
 And products of an all was all decisions of an all products of an all products of an all products of an all products of all produ		ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO	c.	ALL WIRING AND COULEMENT SHOWN ON ELECTRICAL SHEETS SHALL BE FURNISHED AND INSTALLED UNDER ELECTRICAL PORTION OF	D.T
 Company the proceeding of the process which are provided by the process which are provided by the process which are provided by the provided by t		NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER	D	DESCREED UNDER THESE DOCUMENTS. TEMPORARY EQUIPMENT, CABLES AND WHATEVER ELSE IS NECESSARY SHALL BE PROVIDED AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY SERVICE FACILITIES, IF REQUIRED AT ANY TIME, SHALL NOT BE DISCONNECTED	
 Addepartment is used to wind the department is us		CONSTRUCTION SUBCONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS		CONTRACTOR SHALL REQUEST FERMISSION IN WRITING STATING THE DATE, TIME, ETC. THE SERVICE WILL BE INTERRUPTED AND THE AREAS AFFECTED. THIS REQUEST SHALL BE MADE IN SUFFICIENT TIME FOR FROMES ARRANGEMENTS TO BE MADE. WRITTEN FERMISSION	SOLUTIONS
 A. Markel Cody um de Same Same Same Same Same Same Same Sam		requirement shall be made to apply continuously and not be limited to normal working hours and construction Subcontractor further agrees to indemney and hold design engineer harmless from any and all labelity. Real or	٤.	COORDINATE NEW WORK WITH OTHER TRADES AND VERIFY DUSTING CONDITIONS TO AVOID INTERFERENCE.	
 an introduction of a full base, if a bit is and a group of a bit is and a bit a bit			- P ₃		
Shadphild begin begin and in a first of a first begin b		existing construction and utilities shall be established prior to foundation installation. If temporary lighting and Marking is required by the federal aviation administration (faa), it is the subcontractor's responsibility to maintain the	G.	DEPINED BY DIMENSIONS OR DETAILS. EXACT EQUIPMENT LOCATIONS AND RACEWAY ROUTING SHALL SE GOVERNED BY ACTUAL FIELD	
 a. M. Walker to the AUCAPT THE PROJECT ALL BE CONCIDENT AND ADDRESS TO THE SATERACTION OF THE SATE	G	ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES OR ORDINANCES. THE MOST	₩.		RAMAKER
 In the contraction provides and provides allow that the second balance is allowed to be set to be allowed to be allowe	н,	ANY DAMAGE TO THE ADJACENT PROPERTIES WILL BE CORRECTED AT THE SUBCONTRACTORS DEPENSE TO THE SATISFACTION OF THE	L	STANDARDS REFERENCED BELOW:	employee owned
1. Subcontraction share user users too have users to be strate users and users and users to be strate users and us				c. ETL (ELECTRICAL TESTING LABORATORY) d. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)	
 C In the concentration is a transmission of the start and the	J.	SUBCONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS FRICE TO CONSTRUCTION.		1. MEPU (NATIONAL GOARD OF FIRE UNDERWRITERS)	
of The full time shull be		SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE		NIMA (NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION)	
WHICH SPALE DE DESCOB OF OF STE AT LOCATIONS APROVIDE STOCKAMEL ADRIVED FOR ALTER DE DESCOBAL WHICH SEEDEN DE LE DESCONTRACTOR STOLE LE DESCONTRACTOR DE STOCKAMELE DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION OF DE LES TERESTONAL DE VIELE PORTER DE LOCATION DE VIELE PORTER DE LOCATION DE DE LES TERESTONAL DE VIELE PORTER DE LOCATION DE LES TERESTONAL DE VIELE PORTER DE LES TERESTONAL DE VIELE PORTER DE LES TERESTONAL DE VIELE PORTER DE LES TERES DE LES TERESTONAL DE VIELE PORTER DE LES TERES DE LES TER		op the facilities shall be removed. Any damage to the property outside the leased property shall be repared by the Subcontractor.	J.	CONDITIONS 50 THAT BLCTRICAL DEVICES AND EQUIPADIT WILL BE LOCATED AND RENDLY ACCESSIBLE. OUANTITIES USTED IN MATERIAL LISTS ON THE DRAWINGS ARE FOR INFORMATION ONLY. THE CHITRACTOR SHALL PROVIDE HIS OWN TAKEOPP FOR MATERIAL QUARTITY AND THES BASE ON ACTUAL STIE CONDITIONS, IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARE MATERIALS TO	
The subcontractor's revocal, de Percentance on Volas, and the contractor's revocal de Percentance on Volas, and the contractor's				INSTALL COURDING TARNISHED BY OTHERS. ALL ITEMS NOT SPECIFICALLY MENTIONED HEREIN ON SHOWN ON THE DRAWINGS, BUT WHICH ARE OBVIOUSLY INCERSARY TO MAKE A COMPLETE WORKING INSTALLATION, SHALL BE INCLUDED	
I deficitions, certificatily, certi		THE SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAIN AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE	ĸ.	PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK, IN THE EVENT OF DISCRETANCES THE	
Convertion of the field of the field of the subject reaction of the construction wave and the field of the subject reaction reaction and subject reaction of the subject reac	0	FRMITS- THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES, ETC.	L	ALL RLOORS WHERE PENETRATIONS ARE REQUIRED IN BUILDING ARE TO BE CORE DRULED AND THEN FREPROOFED.	
C The PLANG SHOW Sole RADIN's SUBJURACE STRUCTURES, ADDIVE COUNDS THAT THE DATE BELLY TO DE IN THE PLANG SHOW SOLE RADIN'S SUBJURACE STRUCTURES SHOW STRUCTURES AND ORDER STRUCTURES AND ORDIS AND ORDER STRUCTURES AND ORDER STRUCTURES AND ORDER STRUCTURES A		CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON	4	JOB COMPLETION	
Shown (x ko)? shown (x hiele funds): this subcontractors shull contract the LOCAL subplot (x hiele forms): should be reference in the should be reference. B. The decontractors shull be reference in the should be reference in the should be reference in the should be reference. B. The decontractors shull be reference in the should be reference in the should be reference. B. The decontractors shull be reference in the construction of the should be reference. B. The decontractors shull be reference in the construction of the should be reference. B. The decontractor shull be reference in the construction of the should be reference. B. The decontractor shull be reference in the construction of the should be reference. B. The decontractor shull be reference in the construction of the should be reference. B. The contractor shull be reference in the construction of the should be reference. B. The contractor shull be reference in the construction of the should be reference. B. The contractor shull be reference in the construction of the should be reference. B. The contractor shull be reference in the construction of the should be reference. B. The reference in the construction of the should be reference in the should be reference in the should be reference in the should be reference. B. The reference in the should be r	0.	THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES AND/OR EXISTING UTLITIES BELIEVED TO BE	٨	OFFACED SURFACES OF EXTURES OF EQUIPMENT TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY	
R. ALL MATERIAL SHALL BE PRIVINED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. 3. SUBCONTRACTOR SHALL BE REPORSIBLE FOR REFARMED AND DESTING SUBSTILICTION OFERATION. 3. SUBCONTRACTOR SHALL BE REPORSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND DESCRIPTION OFFENTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAILING ALL PERMITS AND DESCRIPTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAIL PERMITS AND DESCRIPTION. 3. SUBCONTRACTOR SHALL DE RESPONSIBLE FOR DETAIL REMOVE ALL TRASH AND DESCRIPTION. 3. SUBCONTRACTOR SHALL DE CONTRACTOR SHAL DE CONTRACTOR SHALL DE CONTRAC		SHOWN OR NOT SHOWN ON THESE PLANS. THE SUBCONTRACTOR SHALL CONTACT THE LOCAL JURISDICTIONS DIGGERS HOTLINE BEFORE DIGGING OR DRALING. ANY DAMAGE TO EXISTING LITUITIES SHALL BE REPARED TO THE SATISFACTION OF THE OWNER AND	8	THE ELECTRICAL CONTRACTOR SHALL THOROUGHLY TEST ALL NEW ELECTRICAL SYSTEMS, INCLUDING THOSE INSTALLED BY OTHERS AND WIRED BY ELECTRICAL CONTRACTOR CORRECT ALL PAULTY CONDITIONS AT NO EXTRA COST. ALL PANELS SHALL BE BALANCED SO THAT	B 18 3/23 R2/1500 LAYOUT + SWITCHGAR A 11/28/23 R2/1500 ELECTRICAL DEALS
Subcontractors shall be reproved to the construction operation. Subcontractors shall be reproved to the construction operation. Subcontractors shall be reproved to the construction operation as required to the connect	R	ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.			
T. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION. U. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND DERIS FROM THE SITE ON A DAILY BASIS. D. THE CONTRACTOR SHALL OBTAN, AND GIVE TO THE OWNER, AN UNDEWRITER'S CENTRICATE COVENING ALL HEM ELECTRICAL EQUIPMENT. THE CONTRACTOR SHALL CERRECT ANY DEPICIPICIES NOTED BY THE INSPECTOR, AT NO DITAR COST, UNITE SUCH CENTRICATE IS RECEIVED. E. ALL WORK: SHALL DE QUARANTEED TO BE PULLY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE CENTRICATE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCORTANCE SHALL DE RULY OPERATION ALL AND RECORD DE RULY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ARGENTO THE OWNER, AUXINGS AND SPECIFICATIONS IN ORDER THAT ADJUSTIBUTIS CAN BE MADE. E. CONTRACTOR TO ANY AND ALL ASSENTS TO ANY AND ALL ASSENTS AND SPECIFICATIONS OR THAT ADJUSTIBUTIS CAN BE MADE. C. CONTRACTOR TO ANY AND ALL ASSENTS AND RECORD OF OF STRUCTION ACTIVITIES AT NO DOTOR CONTREVES OF STRUCTION ACTIVITIES TO BE DISPOSED	5 .	SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPARING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.	¢.	THE CONTRACTOR SHALL DEMONSTRATE TO THE OWNER THAT ALL ELECTRICAL DEVICES AND SYSTEMS ARE PULLY FUNCTIONAL, AND SHALL GIVE INSTRUCTIONS IN THER OPERATION AS REQUESTED.	CHIPLEY, FL WAFFLE
U. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DERIS FROM THE SITE ON A DAILY BASIS. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DERIS FROM THE SITE ON A DAILY BASIS. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DERIS FROM THE SITE ON A DAILY BASIS. L ALL WORK SHALL DE QUARANTEED TO BE PULLY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTING. L ALL WORK SHALL DE QUARANTEED TO BE PULLY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTING. L ALL WORK SHALL DE QUARANTEED TO BE PULLY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTING. L ALL WORK SHALL DE QUARANTEED TO BE PULLY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTING. L ALL WORK SHALL DE QUARANTEED TO BE PULLY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTING. L ALL WORK SHALL DE QUARANTEED TO BE PULLY OPERATIONAL AND FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTING. L CONTRACTOR SHOW OR DISCREPANCY DESCREPTING SOLVERED IN THESE DRAWINGS OR SECONDATED WITH UTLITES, ROADS, DRAWINGE AND SPECIFICATIONS OR REGISTRATIONS AND SPECIFICATIONS OR DESTRICTION WITH UTLITES, ROADS, DRAWINGE AND SPECIFICATIONS OR DESTRICTION ACTIVITIES AND DE CONSTRUCTION ACTIVITIES AND AND RECORDANCE C CONTRACTOR TO APPRAREPTACE ANY PORTIONS OF DESTRICTION ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE ALL DEMOLITION DEERS, MULDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE ALL DEMOLITION DEERS, MULDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE ALL DEMOLITION DEERS, MULDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE ALL DEMOLITION DEERS, MULDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE AND THE REQUIRES AND LOCAL REQUIRING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE AND THE R	T.	SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION.	p	THE CONTRACTOR SHALL OBTAIN, AND GIVE TO THE OWNER, AN UNDERWRITER'S CERTIFICATE COVERING ALL NEW ELECTRICAL EQUIPMENT.	
2 STEE NOTES L. ALL WORK, SHALL BE GUARANTEED TO BE PULLY OPERATIONAL AND REE OF DEPECTS FOR A PERIOD OF ONE YEAR ROAT THE DATE OF ACCEPTING. L. GEO MAIN ST. CHIPLEY, FL 32428 2 STEE NOTES CONFLICTS BETWEEN THE ENGINEER OF ANY ERKOR OR DESCREPANCY DE	ປ.	SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.		THE CONTRACTOR SHALL CORRECT ANY DEPICIENCIES NOTED BY THE INSPECTOR, AT NO EXTRA COST, UNTIL SUCH CONTINCATE IS	- EV CHARGING INSTALL -
Requirity inform the engineer of any ercor or discretancy discovered in these drawings or specifications or conflicts between the drawings and specifications in order that adjustments can be unde. Sheft the conflicts between the drawings and specifications or restricted with utilities, roads, drawings conflicts between the drawings and specifications or restricted with utilities, roads, drawings conflicts between the drawings and specifications or restricted with utilities, roads, drawings conflicts between the drawings and specifications or restricted with utilities, roads, drawings conflicted between the drawings and specifications or restricted with utilities, roads, drawings conflicted between the drawings and specifications of builties of the restricted of off builties of builties	2	5/7P MOTP5	Ľ	ALL WORK SHALL BE GUARANTEED TO BE FULLY OPERATIONAL AND IREE OF DEFECTS FOR A PERIOD OF ONE YEAR IROM THE DATE OF ACCEPTANCE	GBO MAIN ST.
CONTRACTS BETWEEN THE DRAWINGS AND SPECIFICATIONS IN OURSE THAT ADDISTINGTON CAR BE MADE. THIS PROPERTY IS SUBJECT TO ANY AND ALL BASENETTS AND/OR REIT-OR-WAYS ASSOCIATED WITH UTUITIES, ROADS, DRAMAGE AREA, STC. SHOWN OR OTHERWORE C CONTRACTOR TO REFARREFURCE ANY PORTIONS OF EXISTING SOEWALK / PARKING LOT DAMAGED BY CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO OWNER. D. ALL DEMOUTION DERRS, INCLUDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.		PROMPTLY INFORM THE ENGINEER OF MAY ERROR OR DISCREPANCY DISCOVERED IN THESE DRAWINGS OR SPECIFICATIONS OR			
C CONTRACTOR TO REFARCEMAY PORTIONS OF BUSTING SOBWALK / PARKING LOT DAMAGED BY CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO OWNER. D. ALL DEMOLITION DERKS, INCLUDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.	8.	THIS PROPERTY IS SUBJECT TO ANY AND ALL CASEMENTS AND/OR RIGHT-OF-WAYS ASSOCIATED WITH UTILITIES, ROADS, DRAINAGE			
D. ALL DEMOLITION DEBRIS, INCLUDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.	c	CONTRACTOR TO REPARREPLACE ANY PORTIONS OF EXISTING SIDEWALK / PARKING LOT DAMAGED BY CONSTRUCTION ACTIVITIES AT NO			
	P .	ALL DEMOLITION DEBRIS, INCLUDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE AND SHALL BE IN ACCORDANCE			
		WIIT DIATE AND LOGAL REGULATIOND.			59472

Copyright 2024 - Randoor 9 Association Ric - All Rugits Recovered DRVAMI DIC RAW DIC RAW - ORECKED DIC IND

Jan 02, 2024 - 4:19pm

8

Printed by:

23340159472_PrT_Dink_Owney_Freim CDs (RevC) dwg

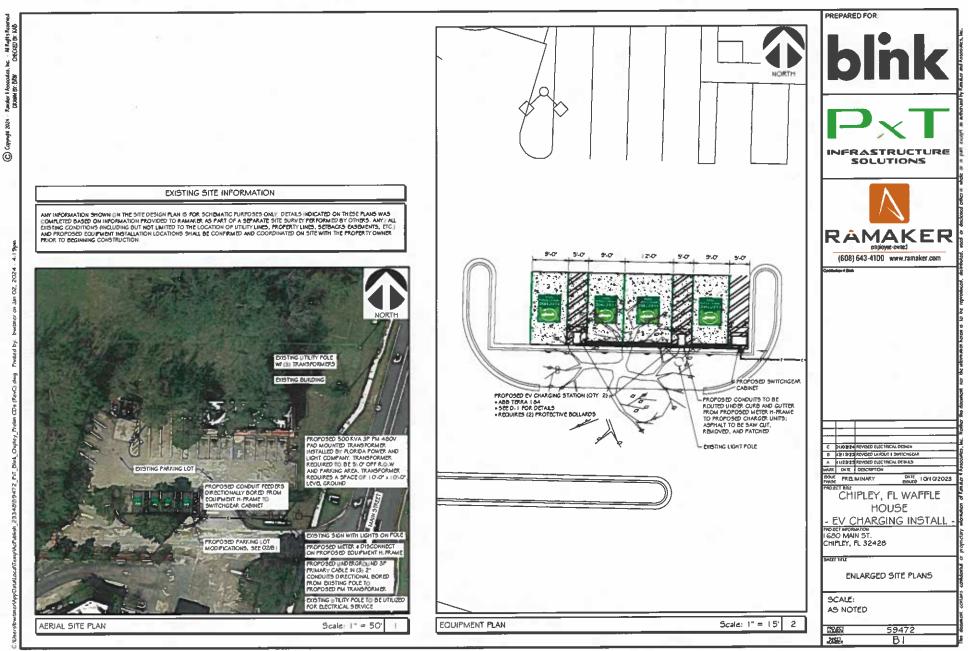
C:Userator

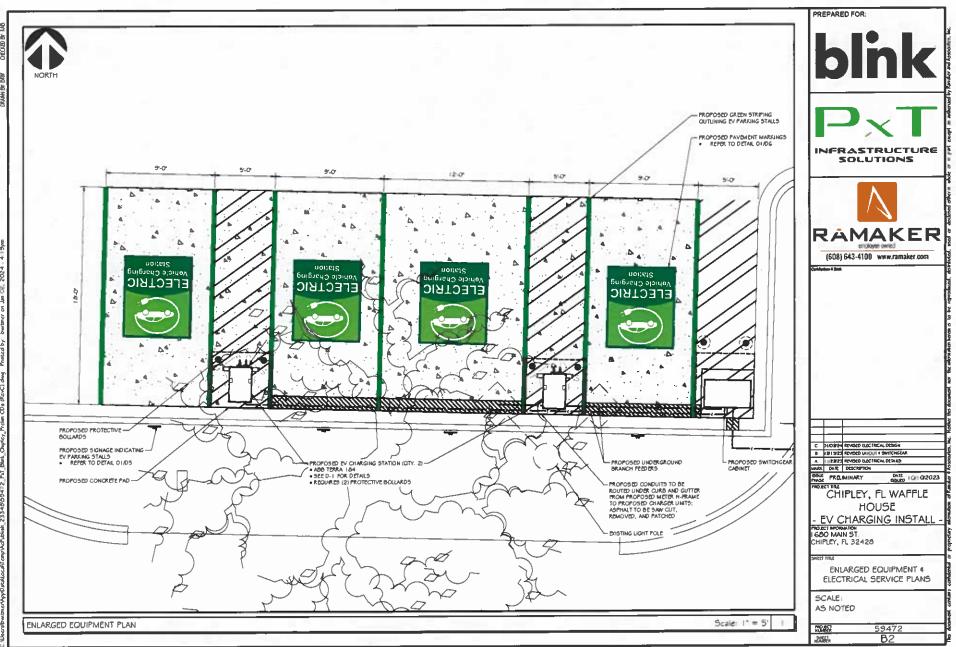
-			PREPARED FOR:
ELECTRICAL SPE	CIFICATIONS		
I. GENERAL CONDITIE		5. DECONNECT SWITCHES	bip
INSTALL ALL NECES	CRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK. CONTRACTOR SHALL PROVIDE AND SAYL BLCTRICAL COLUMNENT INCCESSARY TO FLICHEL APPLICABLE CODES, REGULATIONS, BUILDING STANDARDS AND BO OT THE TRADE FOR INSTALLION OF BLCTRICAL WORK.	A THE CONTRACTOR SHALL SUPPLY AND INSTALL DISCONNECT SWITCHES AS SHOWN ON THE PLANS, OR AS OTHERWISE REQUIRED BY CODE, WHETHER SHOWN ON PLANS OR NOT.	DIIK
B. ALL ELECTRICAL W UNDERWRITERS LA JURISDICTION. TH	S of the invertige the instruction of accuracy with the resourcements of the national B.BCCTRICAL CODE, RK, Matchias and coupracht shall conform with the resourcements of the national B.BCCTRICAL CODE, GOATORIES, BOARD OF UNDERWITE'S, OSHAN, NBAA, NTY, MAIL STANDARDS AND ALL AUTHORITES HAVING IC CONTRACTOR SHALL FAY FOR AND OBTAIN ALL REQUIRED FERMITS AND CERTIFICATES OF REQUIRED ORDINANCES. TO the Owners' Refressiontity.	 B. ALL SWITCHES SHALL BE HEAVY DUTY OURCHMARE QUICK-BREAK THE, RATED AS REQUIRED, EACH SWITCH SHALL HAVE A SUFFICIENT NUMBER OF FOLGS TO INTERPUTY ALL UNGROUNDED CONDUCTORS. C. UNLESS OTHERWISE NOTED, INDOOR SWITCHES SHALL BE PROVIDED WITH NOMA ENCLOSURES, OUTDOOR SWITCHES WITH NEMA 3R ENCLOSURES. 	
C. THE CONTRACTOR CONDITIONS AND TO SUBMITTING H MADE AND LATER ENCOUNTERED WIT D. UPON REVIEW OF AND/OR ENGINEER LATER CLAMS WE	THE THE CAMPLES THE ASSUMPTION. THE AREAS AFFECTED BY THIS WORK TO BECOME FAMILIAR WITH EXISTING WITH DIRECULTES THAT WILL ATTEND THE DECULTORN OF THIS WORK. THE CONTRACTOR SHALL PERFORM THIS FRICK STRAPOSAL. SUBMITTING A FROOTON, WILL BE CONSTRUED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN LAMIS WILL NOT BE RECOONLED FOR CITTA LABOR, EQUIPMENT, OK MATENIAS REQUIRED RECAUSE OF DIFFICULTIES OF COULD HAVE BEEN FORESCEN HAD SUCH AN EXAMINATION REEN MADE. THE DRAWINGS FORCE TO SUBMITTING HIS PROFONAL. THE ELECTRICAL CONTRACTOR SHALL INFORM THE ARCHITECT OF ADDRESS WITHIN THE DRAWINGS AND REQUEST CLARIPORTON CONCENTING THE DISCREPANCIES. NOT BE RECOGNIZED FOR CITA LABOR, EQUIPMENT OR MATENIAS SHOULD SUCH FROCEDURE NOT BE POLLOWED. SHALL COORDINATE THIS WORK WITH OTHER CONTRACTORS WHOSE WORK MICHT AFFECT THS INSTALLATION. THE	 WIRE AND CABLE ALL CONDUCTORS SHALL BE SOFT ANNEALED SO% FURE INSULATED COPPER. ALL CONDUCTORS SHALL HAVE 600 VOLT RATED INSULATION AND RATED SO DEGREE CELCUS UNLESS OTHERWISE NOTED. SERVICE DITRANCE CONDUCTORS SHALL BAVE 600 VOLT RATED RHW-2 OR XHIW-2. THE MINIMUM WIRE SIZE FOR BRANCH CIRCUITS SHALL BE FI 2 AWG. LAYOUT OF BRANCH CIRCUIT WRING AND ARRANGEMENT OF HOME RUNS SHALL BE FOR MAXIMUM ECONOMY AND EFFICIENCY. 	
CONTRACTOR SHA	L ARRANGE ALL PARTS OF THIS WORK AND EQUIPMENT IN PROPER RELATION TO THE WORK AND EQUIPMENT OF	C. FACTORY COLOR CODING SHALL CONFORM TO THE BUILDING STANDARD OR AS REQUIRED BY THE UTLITY COMPANY. D. TAG ALL REEDERS IN ALL PULL BOXES AND IN ALL GUTTER SPACE AND WIREWAYS THROUGH WHICH THEY PASS.	
PACILITATE THE IN	INTRACTOR, SHALL BE RESPONSED FOR ALL CONDUCT, OUTLET BOXES, FORE-TIRU SERVICE FITTING'S REQUIRED TO TRUATION OF COMMUNICATION WIRING AND DEVICES.	7. PUL BOXES, JUNCTION BOXES AND DUTLET BOXES	
ARCHITECTURAL D	ICATE THE SIZE AND GENERAL LOCATION OF WORK. SCALED DIMENSIONS SHALL NOT BE USED VERIFY SCALE WITH AWINGS, THE EVACT LOCATION AND BLEVATION OF ALL LIGHTING FIXTURES, SWITCHES, RECEPTAGLES, ETC. SHALL BE THE ARCHITECTS DRAWINGS.	THE DUEST, UNCTION BOXES AND DUTLET BOXES AN DUILE BOXES AND OUTLET BOXES SHALL BE MANUFACTURED INCOM GALVANIZED INDUSTRY STANDARD GAUGE SHEET STEE.	
2. SCOPE OF WORK		B PROVIDE FULL BOXES AND JUNCTION BOXES IN RACEWAYS TO ASSURE THAT CABLES ARE NOT DAMAGED WHEN THEY ARE FULLED AND TO FULFILL MINIMUM CODE RECUREMENTS	(608) 643-4100 www.ramaker.com
B POTRICAL SYSTE	Shall provide all materials, labor, tools, supervision, etc. redured to install complete operational is as descrede in these rans and specifications. Such installations shall include, but are not to to the following.	E. PULL BOXES AND JUNCTION BOXES SHALL BE SIZED SO THAT THE MINIMUM BONDING RADUS CRITERIA SPECIFIED FOR THE WIRES AND CABLE ARE MAINTAINED.	
B. INSTALLATION OF	ACEWAY AND CIRCUIT WIRING.	D. PROVIDE AND INSTALL ALL REQUIRED JUNCTION AND PIAL BOXES REGARDLESS WHETHER INDICATED ON DRAWINGS OR NOT.	
C. CUTTING, CHANNE PATCHING,	LING, CORING AND CHASING REQUIRED TO ACCOMMODATE THE INSTALLATION OF BLECTRICAL WORK AND ROUGH	8 GROUNDING	
	ONDUIT, JUNCTION BOXES, PULL BOXES, ETC. REQUIRED FOR THE APOREMENTIONED EQUIPMENT.	 ALL DECTRICAL SYSTEMS SHALL BE GROUNDED AS REQUIRED BY THE NATIONAL D.ECTRICAL CODE, THE LOCAL UTLITY COMPANY AND ALL OTHER LOCAL AUTHORITES HAVING JIRISOICTION. FEMANEMITY AND EFFECTIVELY GROUND ALL METALLIC CONDUITS, SUFFORTS, CABILETS, PANEBOARDS AND SYSTEM GOLONDING INITIAL. 	
3. RACEWAYS		B. A SEPARTE GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FLEXBLE AND NONMETALLIC CONDUITS SIZED IN ACCORDANCE WITH THE COLUMBRIT GROUNDING CONDUCTOR TABLE OF THE NATIONAL ELECTRICAL CODE.	
B. ALL CONDUCTS INS	USED, 34* MINIMUM CONDUIT SHALL BE PROVIDED.	C GROUND CLAMPS SHALL BE LISTED SPECIFICALLY FOR GROUNDING. WHERE GROUNDING CONDUCTOR IS ENCLOSED IN CONDUIT, GROUND CLAMP SHALL GROUND BOTH CONDUCTOR AND CONDUIT	
WHERE REOVIRED.	IN CONCRETE SLABS SHALL BE RIGID PVC WITH A SEPARATE GROUNDING CONDUCTOR AND CONCRETE DICASEMENT	D. ALL GROUND CONNECTIONS TO BUILDING SHALL BE MADE USING TWO-HOLE CONNECTORS. PROVIDE STAINLESS STEEL BOLTS AND LOCK. WASHERS ON ALL MECHANICAL GROUND CONNECTIONS.	
IN PLACE IN THE SI NONCOMBUSTIBLE	TP PASS INCUDER TOORS OF THE ARLED FARITIONS, SEEVES STALE DE INSTALLS FACED STALE OF GARDING FORTING WALL OR FLOOR. THE SPECE DETWOEN THE SEEVEN AND CONDUCTION SHALL DE FACED WITH AN APPROVED. THE STOPPING MATERIAL, ALL NEW HILLES SHALL DE CORE DRALED. NU CHOPPING SHALL DE PERMITTED, DECET AS FROJECTI MANADER.	E. ALL EXUMPLET SURFACES TO BE BONDED TO CROUNDING SYSTEM SHALL BE STREPED OF ALL PART AND DRT. CONNECTIONS TO VARIOUS METALS SHALL BE OF A THE AS TO CAUSE A GALVANC OR CORROSIVE REACTION. AREA SHALL BE REPAINTED FOLLOWING BONDING.	
D. REXIBLE CONDUIT	SHALL BE USED TO MAKE FINAL CONNECTIONS TO MOTORS, TRANSFORMERS, RECEISED LIGHTING FIXTURES. OR WHERE THE INSTALLATION OF RIGID CONDUIT IS IMPRACTICAL.	F. ANY METALLIC ITEM WITHIN & OF GROUND CONDUCTORS MUST BE CONNECTED TO THE GROUNDING SYSTEM.	C DINDERA REVISED DUSCHREAL DESIGN B 1211323 REVISED LAXOUT 4 SWITCHGEAR
E. INSTALL CONDUIT	CONTINUES DETWEEN BOXES AND CASINETS WITH NO MORE THAN FOUR SO DEGREE BENDS. SECURELY PASTEN N 1 ANAGES, AND STEEL SUFFORTS AS REQUIRED	G. ENTERIOR, ABOVE GRADE GRADE CONNECTIONS SHALL BE FURNISHED WITH A LIBERAL PROTECTIVE COATING OF ANTI-OXIDE COMPONED.	A 1/22/23 REVIDED ELECTRICAL DETAILS
		H. ALL MATERIALS AND LABOR REQUIRED FOR THE GROUNDING SYSTEM AS INDICATED ON THE PLANS AND DETALS, AND AS DESCRIBED HEREIN SHALL BE FURNISHED BY THIS CONTRACTOR UNLESS OTHERWISE NOTED.	PROECT BILE
CONDITIONS INCL	ECTORY OF CIRCUITS SHALL BE INSTALLED INSIDE OF EACH PANELBOARD DOOR. THE UST SHALL INCLUDE AS-BUILT DING ALL THES OF DEVICES SEXUED BY EACH CIRCUIT EACH PANEL SHALL BE EXTERNALLY TAGGED WITH PERMANENT DICATING FANIL EDITIONATION AND VOLTAGE	IFROVIDE ALL BECTRICAL SYSTEM AND DOUPMENT GROUNDS AS REQUED BY THE CURRENT EDITION OF THE NATIONAL BECTRIC CODE AND THE CURRENT EDITION OF THE NATIONAL BECTRICAL SAFETY CODE. BONDING JUMPERS WITH APPROVED GROUND RITINGS SHALL BE INSTALLED AT ALL RACEWAYS, DOUPMENT ENCLOSURES, PULL BOXES, ETC. TO MAINTAIN GROUND CONTINUITY WHERE REDURED BY CODE.	CHIPLEY, FL WAFFLE HOUSE - EV CHARGING INSTALL
D. PHASE LEGS OF PA	NELS SHALL BE BALANCED. ANY FANEL FOUND WITH UNBALANCED LOADS SHALL HAVE ITS CIRCUITS REARRANGED AS	9. GENERAL ELECTRICAL SERVICE NOTES	GO MAIN ST.
C CRCUIT BREAKERS	nce Phase Legs. Shall be bolt-in type. Grouit breakers shall be op the same manufacturer and be compatible with the	A ALL ELECTRICAL SYSTEMS SHALL BE GROUNDED AS REQUIRED BY THE NATIONAL ELECTRICAL CODE. THE LOCAL UTLITY COMPANY AND ALL OTHER LOCAL AUTHORITIES HAVING JURISOCTION. FEMANEMITY AND EFFECTIVELY GROUND ALL METALLIC CONDUITS, SUFFORTS, CABILETS, PANEDGARDS AND SYSTEM GROUNDING AUTHAL.	CHIPLEY, FL 32428
D. CIRCUIT BREAKERS	shall be quick-marke, quick-break compensated for ambient temperatures and shall have a minimum Ting of 10,000 amptres stamptical or higher where noted on panel scaedule.	B. SERVICE EQUIPMENT IN OTHER THAN DWELLING UNITS MUST BE LEGBLY FILLO-MARKED WITH THE MAXIMUM AVAILABLE FAULT CURRENT, INCLUDING THE DATE THE FAULT CURRENT CALCULATION WAS PERFORMED AND BE OF SUFFICIENT DURABILITY TO WITHSTAND THE EDVIRONMENT INVOLVED, PERFARTICE I 10.2440 OF THE NEC)	ELECTRICAL SPECIFICATIONS
E. CIRCUIT BREAKERS AND MAGNETIC BL	SHALL BE OF THE "THEMAL-MAGNETIC" TYPE HAVING BIMETALLIC BLIMENT FOR TIME DELAY OVER LOAD PROTECTION MENT FOR SHORT CREAT PROTECTION.	ENVIRONMENT INVOLVED, IFCK AKTIGLE 110,24(K) OF THE NOL) C. CODE REQUIRED CLEARANCES IN FRONT OF AND AROUND ALL SERVICE EQUIPMENT MUST BE MAINTAINED AT ALL TIMES (FER AKTIGLE 110 OF THE NOT)	
	AND FUSES SHALL BE SIZED IN ACCORDANCE WITH THE REQUIREMENTS OF THE EQUIPMENT BEING SERVED VERIFY BMENTS AS NECESSARY FRIOR TO INSTALLATION OF BRANCH CIRCUIT OVERCURKENT PROTECTION		
			1026日 59472 1036日 A3

C Copyright 2024 - Runaliur & Associates, Inc. - M Rugits Resorved Docume Dir EASY - OPECAED BIN KAD

8

8





Ranker & Associets, Inc. DRAMM DV: BRV 0 C Copyright 2024

250

PREPARED FOR:

33 OFCOD OF N Runsley I Associates, M. Distant Dr. B/DY D

2024

Capmilt

0

NECNOTES PER SECTION DUO BWITCHOEAR PANEL

825.41 Overcurrent protection Electric Vencle Bupply Equipment (Evre), including Bid Rectional, Evre and Wireless Equipment (Mpte) must be bized no less than 125% of Maximum Load of THE ELECTRIC VEHICLE SUPPLY EQUIPMENT

880,13 b) & 705.12 b)3)2) A WARNING PLACUE MUST BE INSTALLED THAT READS. PV 8YS TEM DISCONNECT: DO NOT REALLOCATE THIS OVERCURRENT DEVICE

A PERMANENT PLAQUE MUST BE INSTALLED TO INDICATE THE OCATION OF EACH POWER SOURCE CAUTION:

MULTIPLE SOURCES OF POWER:

BOLAR ROWER DIRCOMPECTI OCATED AT BY CANORY MAIN MART. BATTERY POWER DISCONNECT LOCATED AT BATTERY ENGLOBURE SIDE.

785.11 a) The sum of the supply-side power source output current ratings, are not permitted to exceed the ampacity of the service conductors.

ELECTRIC POWER SOURCE OUTPUT CIRCUITS ARE PERMITTED TO BE CONNECTED TO THE LOAD SDE SERVICE EQUIPMENT.

705.12 c) PLACE MARKING IN EQUIPMENT THAT READS. PANEL BOARD IS ENERGIZED FROM TWO SOURCES OF AC POWER BATTERY 100AMP SOLAR 5 42AMP SOLAR: 5 - SCAMP 755:120103 THE FEEDER AMPACTY NUET NOT BE LESS THAN THE SUM OF THE PRIMARY SOURCE OF THE POWER SOLROCE OUTPUT CARCUIT CURRENT RATING FEEDER-STAND FEEDER-STAND FEEDER-STAND BIRBARE (SIM 2787:125):(5 - 21.25) BIRBARE (SIM 2787:125):(5 - 21.25)

BUSBAR-5 BA -(78"1 25)-(5-42 x1.25) BUSBAR-520A - 880 A

705.30 a) POWER SOURCE OUTPUT CIRCUIT CONDUCTORS MUST BE PROVIDED WITH OVERCURRENT PROTECTION

EVERCO I S05-60120NA GESS CABINET

205.11.55 AUDITION BUT AND A DURCE OUTPUT CIRCUIT CONDUCTORS MUST BE SIZED IN ACCORDANCE WITH 705 28 BUT MUST NOT BE SMALLER THAN SAWD COPPER.

250.8 DBJECTIONABLE CURRENT UNIC: TIONARE, CURRENT ARRANGE TO A CONTRACT ON A CONTRACT ON A CONTRACT OF A CONTRACT

250.24 (c) 2); 250-122 () PARALLEL CONDUCTORS WHERE CRUIT CONDUCTORS ARE INSTALLED IN PARALLEL IN ACCORDANCE WITH 316 (D) AN EQUIPMENT DROWNONG CONDUCTOR OF THE WIRE TYPE MUST BE INSTALLED IN EACH RACEWAY

705 28 (1 3) 2) NEUTRAL CONDUCTOR USED SOLELY FOR INSTRUMENTATION PERMITTED TO BE SIZED IN ACCORRANCE WITH TABLE 250-102(2)()

250 28 d) MAR AND SYSTEM BONDING JUMPERS OF THE WIRE TYPE MUST NOT 86 812ED SMALLER THAN THE SPECTRED IN TABLE 250-102 C/L BABED ON THE 812E / AREA OF THE PHASE CONDUCTOR

256 T-2 B THE NEUTRAL CONDUCTOR IS NOT PERMITTED TO BE CONNECTED TO THE EQUIPMENT ORCUNDING CONDUCTOR ON THE LOAD & DE OF THE BERVICE DISCONNECT.

THE NEUTRAL SWITCH IS OPEN WHEN THE ORIO IS AVAILABLE AND VICE VERSA

SOLAR CARPORT

(89.3 n) THE MAX PV BOURCE CRICHED COURRENT IN EQUAL TO THE SHORT CRICUIT CURRENT RATINDS MARKED ON THE MODUL \$5 IN PARALLEL X 125% MAX PV BOURCE CRICUIT CURRENT IN 12 08A X 125% 11 11A X 44 61 45A

690.8 ()] PY CROUNCTOR MUST HAVE AN AMPACITY OF NO LESS THAN 125% OF TH€ CURRENT AS DETERMINED BY 690.8 A)

BOLAR CARPORT (CONTD) SOLAR CARPORT (CONTD) @0.0 B X1 PV OUTPUT CROUT WITHOUT CORRECTION AND AJOUBTMENT AMPACTY 400 -664/x125%+75.564 AWNG RATCO SSA AT 75C [TABLESTILIS B)(6) AWNG RATCO SSA AT 75C [TABLESTILIS B)(6) TEMPERATURE 31-40 C- 4,80% AT 75C CURRENT-CARRYING CONCUCTORS - 100% [TABLE 318:15 C) 1) 4 AWN AMPACTY - 55A/COBK:174.8A AT OK FOR 7: 55A 2 AWNG - 156A/C BEX:1761.2A CMFC04 7: 56A

802.8 (i) ADD TO CHTPLIT CARCUIT BLZING ADD TO CTOR AND ACT + INVESTER NAMEPLATE RATING X125% AMPACT YM 21 XX1125% 27 XX125% 14 AWD RATED 20A AT X7C [TABLE 316.6] 800.8 82 JP VOLTUT CRCUIT WITH CORRECTION AND ALD AUG TIMENT. TEMPERATURE 31-82 C-8 28% AT 100% TABLE 310.15 C) 1 14 AWD ANAFALTY = 20AVD 82K 17 JA 14 AWD ANAFALTY = 20AVD 82K 17 JA OK FOR 2.71A AND OK FOR 2 INVERTIRE 5.42A

580.3b) OVERCURRENT DEVICE RATING FOR PV OC MUST BE LISTED FOR PV 8Y8TEMS

705.40 LISTED INTERACTIVE INVERTER LIBIED INTERNET INTERNET INTERNET WHEN ONE OR MORE PHASES OPEN, THE POWER PRODUCTION MUST AUTOMATICALLY DISCONNECT FROM ALL PHASES UNTLIALL THE PHASES ARE RESTORED.

TRANSFORMER 600 VOLTS

40-30) TRANSFORMERS HAVING A SECONDARY VOLTAGE NOT EXCEEDING 1000V WITH PRIMARY OVERCURRENT PROTECTION ONLY MUST HAVE THE PRIMARY OVERCURRENT PROTECTIVE DEVICE SIZED NACCORDANCE WITH THE TABLE 40.3 B) PRIMARY PROTECTION FOR TRANSFORMER OVER NA 8 & 2020 AT 125% OF THE PRIMARY CURRENT.

TRANSFORMER MARST HAVE A DESCHARET LOCATED WITHIN SCHIT OF THE TRANSFORMER UNRESS THE DESCHARET LOCATED IS FELD MARKED ON THE TRANSFORMER AND THE DESCHARET CAPABLE OF SENG LOCKED IN THE OPEN FORITION IN A COORDANCE WITHIN 10.23

ELECTRICAL SERVICE EQUIPMENT NOTES

SINGLE , INE DIADRAM IS FOR REFERENCE PURPOSES ONLY CONSULT WITH LAT DIGITAL ENERGY SOLITIONS ALONG WITH THE COUPIERT MANUFACTURERS I SUPPLERS FOR SPECE C INTEGRATION RECOMPLETED IS ENVERTIONED THE SUPPLERS

CURRENT TRANSFORMERS MAY BE LOCATED INTERNAL TO THE TRANSFORMER ENCLOSURE AND MAY NOT REQUIRE STAND ALONE ENCLOSURE VERIFY WITH LOCAL UTLITY COMPANY PRIOR TO REGINING INSTALLATION

SERVICE EQUIPMENT IN OTHER THAN DWELLING UNITS MUST BE LEGIBLY FELD-MARKED WITH THE MAXIMUM AVAILABLE FAULT CURRENT, INCLUDING THE DATE THE FAULT CURRENT CALCULATION WAS PERFORMED AND BS OF SUFFICIENT DURABLITT TO WITH TAND THE ENVIRONMENT INVOLVED (PER ARTICLE 110.24(A) OF THE NECK

THERE SHALL NOT GEMORE THAN THE EQUIVALENT OF FOUR QUARTER BENOS (340 DEOREES TO TAL) BETWEEN PILL POINTS, FOR EXAMPLE, CONDUIT BODIES AND BOXES BOXET NEED AS PILL POINTS, FOR EXAMPLE, CONDUIT BODIES AND BOXES BOXET AND CONDUIT BODIES UBED AS PILL OR JUNCTION BOXES BHALL COMPLY WITH ARTICLE 31428 OF THE NEC.

The TRANSFORMER SHALL BE MOUNTED OFF THE GROUND (FOR RAIN PURPOSES) AND A MINIMUM OF σ^* off of the wall overly manufacturer ventilation requirements . PER article 450.8 of the Rec)

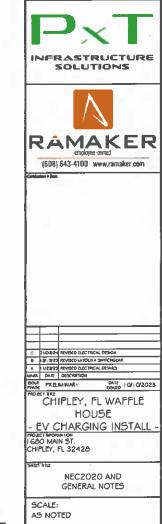
THE HEC) CODE REQUIRED CLEARANCES IN FRONT OF AND AROUND ALL SERVICE EQUIPMENT MUST BE MAINTAINED AT ALL TIMES (FER ARTICLE 11) OF THE NEC).

ALL WORK WELL COMPLY WITH 2020 NEC.

ALL ENCLOSURES MUST BE NEWS 38 RATED.

NE - NEUTRAL BUG, GE - GROUND BUB, MEJ - MAIN BONDING JUMPER AS PER NEC.

PY & BATTERY JOAD DISCOMECT SWITCHES SHOULD BE IN SEPARATE ENCLOSURES, EXTERNAL ACCESSING, DOKARE, WITH A SA PADLOCKAND MEAR THE HETER PY DISCOMECTS AND ESCARED TO SEA THAT FAR AND A SA PADLOCKAND MEAR THE HETER PY DISCOMECTS AND EXCESSING TO SEA THAT AND AND A SA PADLOCKAND MEAR THE HETER PY DISCOMECTS AND NEWLOSS AND ALLOWED. THE OBJORNMENT SWITCH CANNOT BE LOCATED VISION WED SANT MART THE METER, INSURE THESE A SA DAY PADUDED BY THE CONTRACTOR AT THE METER REPORT VIRUS AND AND MART THE OBJORNMENT SWITCH CANNOT BE LOCATED VISION WED WITCH AND AND EVIDES AND ALLOWED. THE DISCOMECT SWITCH CANNOT BE LOCATED VISION WED SWITCH APPROXIMATELY YZK: SWI WHITE LITTERNG MADE OF HETA, HARD PLANTE OR WEATHERPROOF VIRUS INCLANTED WHEET THE DISCOMECT SWITCH CANNOT DES LOCATED ON AD CONSTANT AND ALLO AND AND AND AND AND ADDRESS AND ADDRESS AND AND ADDRESS AND AND ADDRESS AND ALLOWED THE DISCOMECT SWITCH CANNOT DES LOCATED AND AND ADDRESS ADDRESS AND ADDRE



1 n.t.s.

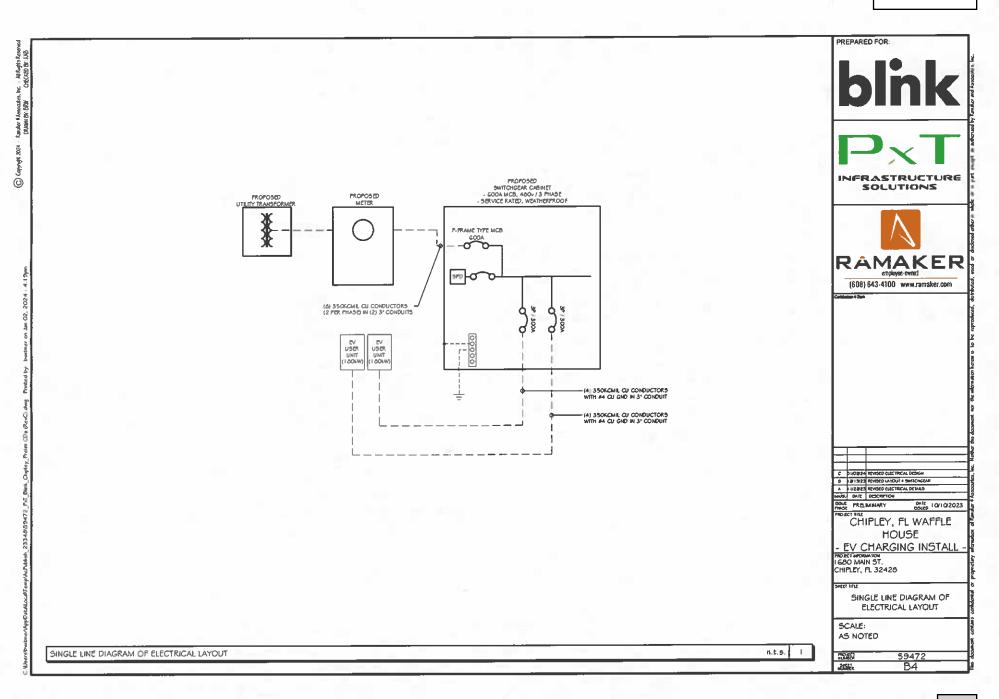
STREET.

256

NEC2020 AND GENERAL NOTES

59472

B3



252

0

ABB Tares b4 **Specificstions** - A compact, all-In-one charger from 90 kw to 180 kW Charter Install Terra 124 and Terra 184 can fast-charge two vehicles 90 100 Output adars at the same time Paralleled power module topology with automatic AC input vertage failover offers high uptime through redundanty • Delivers full output power continuously and reliably AC years connection PRODUCT LEAFAET isomina) input current USA BERNA over its iffective and input power rating Flexible configurations include CCS-single, CCS-**Electric Vehicle Infrastructure** 190 4 flocommended spa create britisat/(6) dual and CCS+CHAdeMO-dual outlets Terra 94/124/184 UL DC Fast Charging Station Up to 920 VDC for every passenger or fleet EV
 singht, daylight readable touchscreen display with Power Pactors Cerrent 7HD* graphic visualization of charging session Share encure current rating Hon short circuit pursent rating EMC Class 8 certified for safe use at fuel stations CC5-1: 150-920 VDC; CHAdenO: 150-800 VDC **DC autorit voltage** ABB's Terra all-in-one DC fast chargers retail centers, offices, and residential-adjacent sites CCS-L 200 A: D-MarHO: 200 A D.25 A optional DC extont current offer power up to 180 kW, with Design encoles ADA compliant installations Efficiency* BEID authorization modes convenient charging times for every EV Interface and Carts Always connected, enabling remote services, - including those with HV batteries. Charging protocols updates and upgrades T' high prightmass fiel color for 4 10 • 10 Liner tylesface + 201 Robust all-weetner powder-costad statniase stael ISO/IBC 14443A/8, ISO/IBC JA393, MillCar 1, MPC reads mode, Hillers, Calyseo, (option, Lepto) RPID system 1007 100 100 The compact, modular design makes Outrix and easy installation as well as services sectors a connection GBH//35/4G medem 10/100 Sale-T Chema it perfect for retail, highway or fleet Communication OCPF 1.6 Core and Smart Charging Profiles, Autocharge **Optional features** use, with power sharing to further - Reliable cable management system available as Supported long unget optimize utilization. All Terra chargers ordered or field upgrade **Lauvenment** Customizable user Interface Operating terms feature connectivity for remote (se-recine ci Integrated payment terminal
 Web tools for statistics and PM access management services and OCPP enablement. - 30 °C no +70 °C / 14 °F to +198 °C (dry environme Integration with OCPP networks, payment plecforms Protection **Number** and energy management Autocharge and ISO 15118 enabled Altitude Pladble configuration ABB's Terra DC Fast chargers from 50 kW to 180 kW can meet the needs of high voltage BEVs up to **A**eneral e fem 14/124/19 to provide with CCS-cost, CCS deal and CCS-C-MadellO deal autority Cable management option and provide without 920V, making these systems fully compatible with Why charging operators and floets prefer ABB - ABB offers the most advanced, safe and reliable EV. Overge cable are designed for the most compact, reliable and huture-proof demands, in addition to a range of all current and future EVs. With a host of (Humanians (HuWaD) configuration options, and upgradability, Terra DC infrastructure and orid connected technologies 10 hp / FFS lite 366 hg / 800 lite 366 hp / 870 lite power se ctions, Terra chargers can be configured fast chargers will follow EV market growth over **Trafai**te ABB Connected Services enable every business and UL 2702, СКА НО. 107.144 (UL 2731-UL UL 2731-U, СКА 370-С22.9 Но. 107.1; ИГС А-1056 БЕХ, СИ 63163, СИ 82166, СИАМИТО 1.2, ОНТ 70123, ISO 1611.6; ИС 63000-6-3; DIC Claus 8, РСС Рич 15 with CCS and CHAdeMO connector cables, in single time remote services model or dual outlet format, Cable management, payment ABB's second of EV charging experience and close enablement and connectivity choices also offer owners, operators and elte hosts options tallored to Power sharing for high utilization Enabling every business model is critical for EV conservation with EV OEMs, networks and fleets the needs of every charging site, from public to charging infrastructure. With this goal in mind, ABB has designed the Terra 124 and Terra 184 models fleet needs. with power sharing technology which cap The most reliable, scalable choice marging two vehicles at the same time. Simultaneous charging can deliver higher utilization AB8's Terra chargers offer redundant power architecture for the highest uptime in the EV for every charging asset, a major key to public and Infrastructure Industry, Additionally, Terra chargers Post electrification success. ißi Ð B Bi B Bi vegradative ABS Inc. ABB Inc. Terra 124 Terrs 124 Terra 184 one EV Terra 184 two EVa 950 w Fdiol t Rd. Suite 101 800 Hymus Bourevard Term 54 Teres 94 empe, AZ, 85284 Seint-LaurentLQC H45 085 one EV one EV TWO EVS one EV Canada up to each up to 03 00 each up Lo United States 90.00 up to Phone: 800-435-7365 Ahone 800 435 7365 180 kW 120 kW 60 kW 90 kW 90 kW 50 kW E-mail CA-evel@hbb.com E-mail. US-everglus.abb.com bb.com/evcharging CHARGING STATION DATA SHEET CHARGING STATION DATA SHEET nts.



Terra 1.84

480Y / 277 YAC +/- 32% (80 Hz

3-shake - 11, LZ, L3, GND tho emutral)

1534,128404

200 A

+ 0.96

19%

65.14

00%

CCSL CCS2 and Children 0.1.2

English (others and table at request)

-35 °C to +55 °C / -31 'P to +131 'P

2000 m (86-60 ft)

6 m (20 %) standard; 8 m (26 %) options

1900 x 565 x 860 mm 74.8 x 82.8 x 34.6 in

1954, NEHA 31; Indee: and cub 5% to 95%, non-conder

120 kW or 60 kW x 2 100 kW or 90 kW x 2

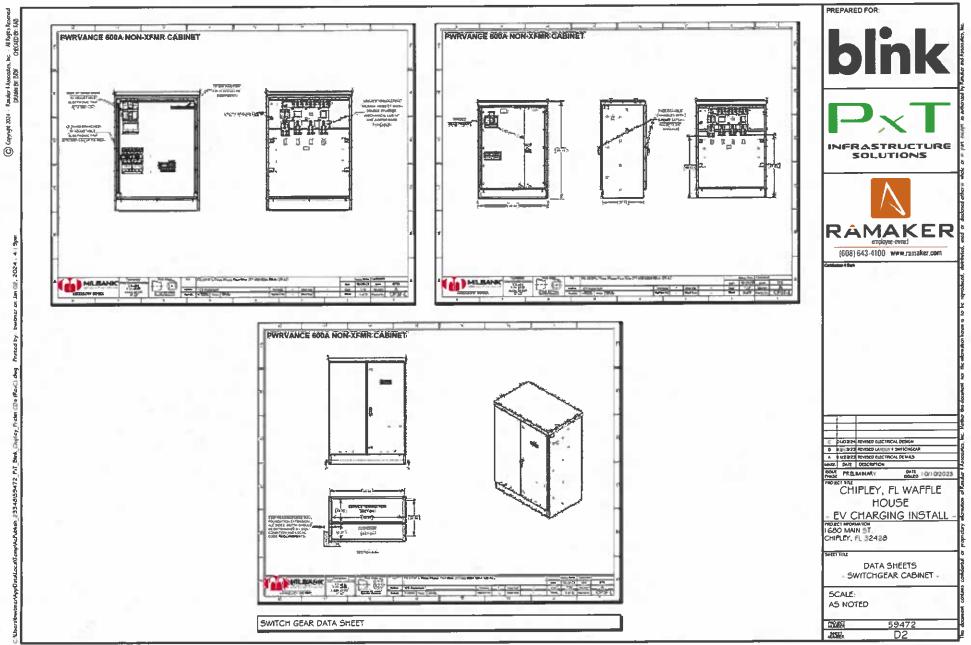
Yorne sale

230 A, JAZ INA

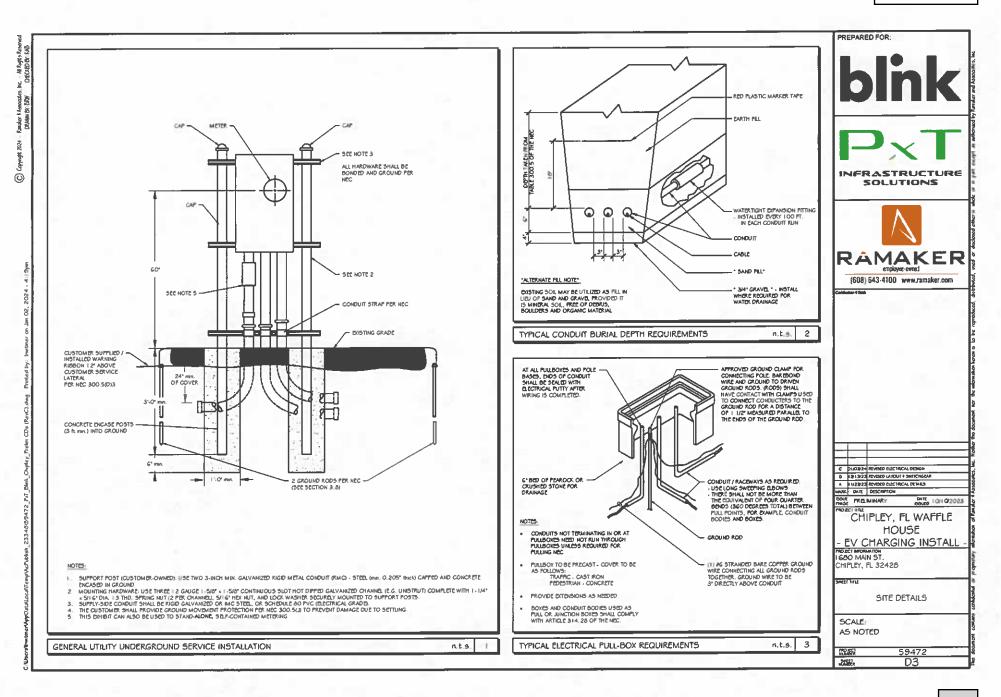
300/

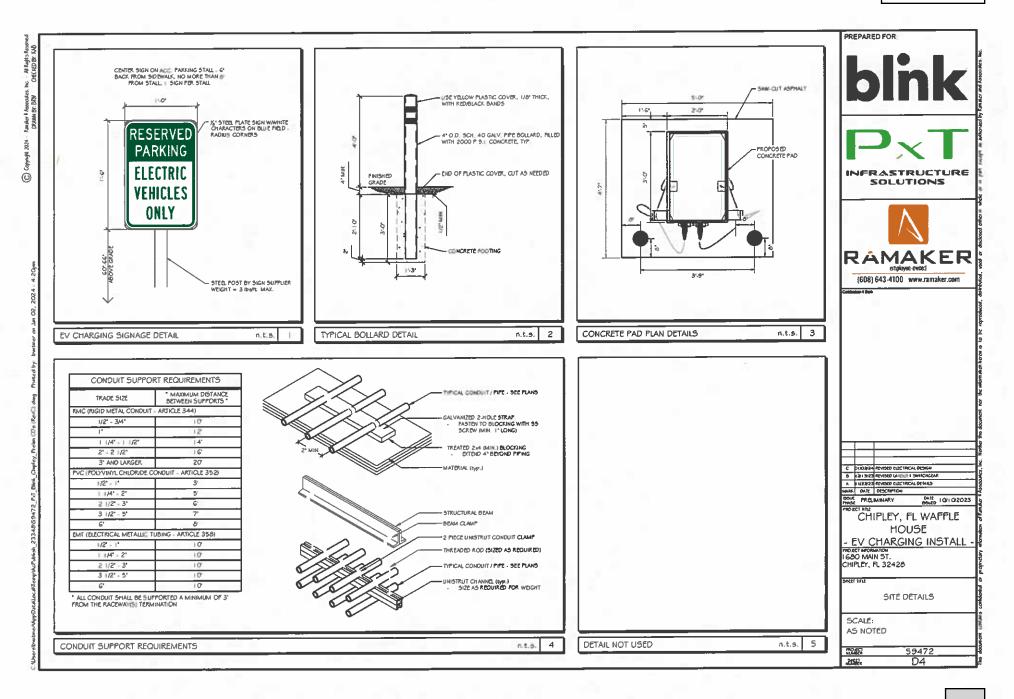
2

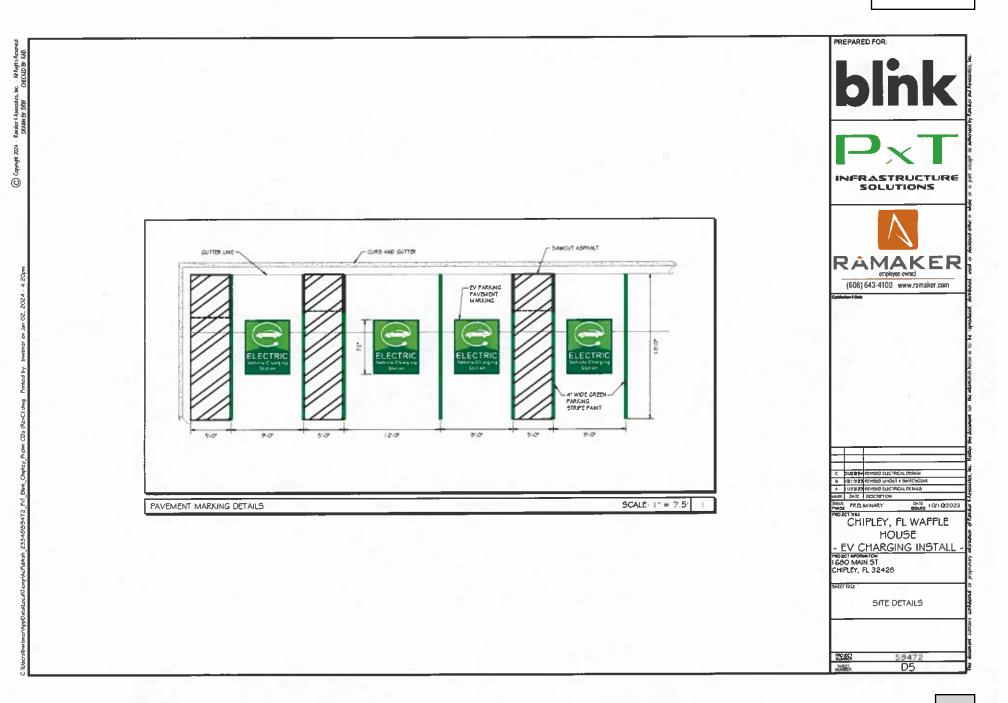
n.t.s.

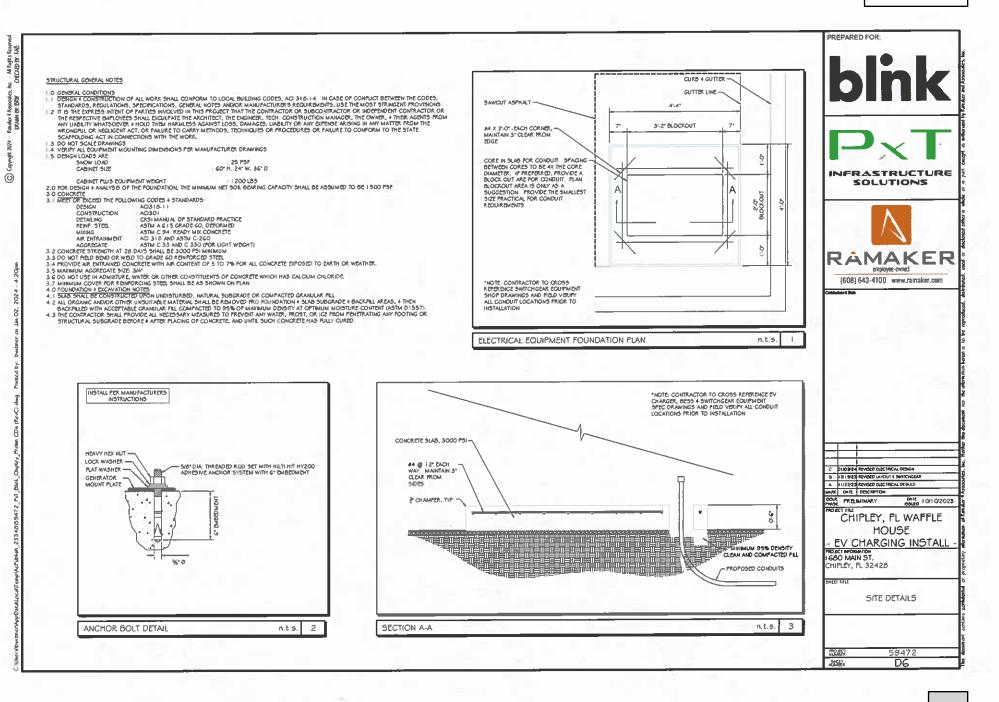


Section H, Item6.









CITY OF CHIPLEY STAFF REPORT

SUBJECT: Code Enforcement Fine Forgiveness – Case No. 65 – 589 Main Street

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Mrs. Michelle Suggs is requesting fine forgiveness on 589 Main Street due to Code Case No. 65 from a previous owner for overgrown grass and vegetation. A lien was placed on the home due to code violations in the amount of \$20,700.20, the property was sold at auction and Mrs. Suggs purchased the property in which the city has now received a surplus from the sale in the amount of \$11,188.75, leaving a lien balance of \$9,511.45. There are attorney fees in the amount of \$3,581.62.

RECOMMENDATION

City Staff recommend approval of Code Enforcement Fine Forgiveness in the amount of \$9,511.45 for Case No. 65 – 589 Main Street.

ATTACHMENTS

- 1. Claim to Surplus
- 2. Order
- 3. Attorney Billing Log
- 4. Current Pictures of Property

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to: By Mail:

Washington County Clerk of the Circuit Court P.O. Box 647 Chipley, FL 32428

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

	Certificate # <u>21-00-00443</u> <u>Sale Date of 10/17/2023</u> urt must pay all valid liens before distributing surplus funds to a titleholder.
Claimant's Name:	City of Chipley
Contact Name, if applicable	
Address:	PO Box 1007
Telephone Number:	850-638-6350
Email Address:	TDonjuan@cityofchipley.com
Tax No.:	59-6000299
Date of Sale (if known):	10/17/23
l am a (check one)	🗉 🖾 Lienholder 🗀 Titleholder
Select ONE:	
X I claim surp	lus proceeds resulting from the above tax deed sale.
	making a claim and walve any claim I might have to the surplus funds on this tax deed sale.
	MATION (Complete if claim is based on a lien against the sold property.)
(a) Type of Lien:	☐ Mortgage
	If your lien is recorded in WashingtorCounty's Official Records, list the following, if known:
Recording Date	: <u>09/19/22</u> instrument #: <u>202267007819</u> Book/Page #: <u>1253 / 606</u>
(b) Original Lien Amount	t \$50.00 Amount Due: \$20,700.20 Principal Remaining Due: \$19,100.00
	t \$ Fees & Costs*: \$ Attorney fees claimed: \$ 1,600.20
	scribe costs in detail, including additional sheet if needed: Fine accrues at \$50/day from 9/30/22
	RMATION (Complete if claim is based on title formerly held on sold property.)
	Deed Court Judgement Other :
16	
	itle is recorded in County's Official Records, list the following, if known:
	: Instrument #: Book/Page #:/
Amount of sur	plus tax deed sale proceeds claimed: \$
Does the	e titleholder claim the subject property was homestead property? 🔲 Yes 🔲 No
	of any surplus funds due me be made payable to:City of Chipleyand such
	either the address above or to:
	rm that all of the above information is true and correct.
_	π
Signature of Claimant:	Print Name & Title: TAMARA DONJUAN
	CODE ENFORCEMENT
STATE OF FL	
COUNTY OF Washingt	
	n.
The foregoing instrument wa	is sworn to or affirmed and signed before me this 24th day of October, by
Tomara Donina	as sworn to or affirmed and signed before me this 24 day of October, by
Identification and who old tal	as sworn to or affirmed and signed before me this 24 day of October, by
Tomara Donina	as sworn to or affirmed and signed before me this 24 day of October, by
Tomara Donina	as sworn to or affirmed and signed before me this 24 day of October, by , who is personally known to me or has produced, as ke an oath.
Tomara Donina	as sworn to or affirmed and signed before me this 24 day of October, by, who is personally known to me or has produced, as ke an oath.
identification and who old tal	As sworn to or affirmed and signed before me this day of d

Inst: 202267007819 Date: 09/19/2022 Time: 8:47.M Page 1 of 6 B: 1253 P: 606, Lora C. Bell, Clerk of Court Washington, County, By: MM Deputy Clerk

BEFORE THE SPECIAL MAGISTRATE OF THE CITY OF CHIPLEY, FLORIDA

CITY OF CHIPLEY DEPARTMENT OF CODE ENFORCEMENT,

VS.

THE ESTATE OF MARY MYDOSH PROPERTY OWNER Inst: 202267007822 Date: 09/19/2022 Time: 8:54AM Page 1 of 6 B: 1253 P: 619, Lora C. Bell, Clerk of Court Washington, County, By: MM Deputy Clerk

Case No.: 65

ORDER

CERTIFIED TRUE COPY LORA C. BELL CLERK OF COURT BY

This matter came to be heard before Sharmin R. Hibbert, Special Magistrate, on

August 18, 2022. City of Chipley Code Enforcement Officer Tamara Donjuan (hereinafter,

Officer Donjuan) was present along with City Attorney Jeremy Mutz. Present at the

hearing on behalf of the property owner was Luther York, on behalf of the Estate of Mary Mydosh.

APPEARANCES

For the City:

For the Property Owner:

Luther York

Jeremy Mutz City Attorney Tamara Donjuan Code Enforcement Officer 1442 Jackson Avenue Chipley, Florida 32428

PRELIMINARY STATEMENT

1. A Notice of Violation was posted at the property located at 589 Main Street, and at City Hall, on or about June 8, 2022, in compliance with Section 162.12, Florida Statutes (2022). (City. Ex. 1)

A Notice of Hearing was posted at the property on or about July 6, 2022.
 (City Ex. 2).

3. Copies of all notices were entered into evidence. (City. Ex. 1-2).

4. It was established that the property owner and/or the property owner's representative, Mr. Luther York, received notice of the hearing and was present at the hearing.

5. Both parties were permitted to move forward with the hearing.

FINIDINGS OF FACTS

Based on the testimony and evidence presented at the hearing held on August 18, 2022, the following facts were found:

1. The property at issue is located at 589 Main Street, Chipley, Florida 32428.

2. The property owner(s) is the Estate of Mary Mydosh. Present at the hearing and on behalf of the estate was Mr. Luther York.

3. On or about June 8, 2022, Code Enforcement Officer Donjuan observed and inspected the property and saw that there was an excessive amount of overgrown grass, weeds, and vegetation at the property. The grass and overgrowth exceeded 12 inches.

4. Pictures of the condition of the property specifically reflecting the overgrown vegetation, weeds, and grass as well as the overall condition of the property were admitted into evidence. (City. Ex. 1).

5. In its current state, the property is a nuisance and eyesore to the community.

6. On or about June 8, 2022, Officer Donjuan prepared an Affidavit and Notice of Violation which stated the violations and the corrections that needed to be made, which she posted at the property and sent to the address of record. Officer Donjuan provided seven (7) days for the property owner to bring the property into compliance. (City. Ex. 1).

7. On or about June 23, 2022, Officer Donjuan reinspected the property and observed that it remained in non-compliance. There remained overgrown grass that exceeded 12 Inches and excessive vegetation, trash, and debris. (City Ex. 2).

8. Officer Donjuan again posted the property and City Hall as well as sending notice via certified mail. Officer Donjuan again gave seven (7) days to bring the property into compliance. (City Ex. 2).

9. On or about July 6, 2022, Officer Donjuan reinspected the property and observed that there had been no improvement. There still remained excessive vegetation, growth, debris, and trash around the property in violation of the City of Chipley Municipal Code. (City Ex. 2).

10. On or about July 6, 2022, Officer Donjuan posted a Notice of Hearing at the property and City Hall for August 18, 2022. (City ex. 2).

11. Pictures taken on or about August 17, 2022, show there have not yet been any improvements made that would bring the property into compliance with City of Chipley Municipal Code. (City Ex. 3).

12. Mr. Luther York, a representative of the Estate of Mary Mydosh, was present at the hearing.

13. He testified that he knew the property was in violation of the City of Chipley Municipal Code. He stated the property belonged to his late mother-in-law, and there has been trouble maintaining the property.

14. Mr. York testified that he plans to bring the property into compliance but needed additional time to do due to a recent leg injury. He was advised to stay in contact with Officer Donjuan during the process.

CONCLUSIONS OF LAW

Based on the foregoing findings of fact, the following conclusions of law are made:

1. The Special Magistrate has jurisdiction of the parties hereto and the subject matter hereof.

2. These matters are governed by the City of Chipley Municipal Ordinances and Chapter 162, Florida Statutes.

3. The following violations are classified as "Nuisances" under the City of Chipley Municipal Code. Nuisance means the following:

4. Section 22-2(5) City of Chipley Municipal Code, states that: Any excessive accumulation of grass, weeds, undergrowth or other dead or living plant life upon a lot, tract or parcel of land, improved or unimproved, within 100 feet of any improved property within the city to the extent and in the manner that such lot, tract or parcel of land shall or may become infested or inhabited with rodents, vermin or snakes; may become a breeding place for mosquitoes; threaten or endanger the public health and welfare; may reasonably cause disease; or adversely affect and impair the economic welfare of the adjacent property.

5. Section 22-3(6) City of Chipley Municipal Code, states that: The existence of excessive growth of weeds or vegetation, or the existence of any accumulation of debris, trash, garden trash, junk, untended growth of vegetation, or undergrowth or dead

or living vegetation, upon any property to the extent and manner that such property contains or is likely to contain rodents, reptiles, or other vermin, or furnishes a breeding place for flies, mosquitoes, or wood-destroying insects, or otherwise threatens the public health, safety or welfare.

6. The property owned by the Estate of Mary Mydosh, located at 589 Main Street, Chipley, Florida 32428, in its current state with excessive overgrown grass, vegetation, debris, and trash is in violation of Section 22-2(5), City of Chipley Municipal Code and is a nuisance.

7. The property owned by the Estate of Mary Mydosh, located at 589 Main Street, Chipley, Florida 32428, in its current state with excessive overgrown grass, vegetation, debris, and trash is in violation of Section 22-3(6), City of Chipley Municipal Code and is a nuisance.

8. Based on these two (2) violations of the City of Chipley Municipal Code, the property owners for the Estate of Mary Mydosh, are subject to penalties as provided for in the City of Chipley Municipal Code.

PENALTY

The Estate of Mary Mydosh, has thirty (30) days from the date of this order to bring the property located at 589 Main Street, Chipley, Florida 32428, into compliance with the City of Chipley Municipal Code. If the property is not brought into compliance within thirty (30) days from the date of this order, the property will be assessed a fine of fifty dollars (\$50.00) a day until the property is brought into the compliance with the City of Chipley Municipal Code.

NOTICE

This Order may be appealed to the Circuit Court by filing a notice of appeal within thirty (30) days of the execution of this order pursuant to Section 162.11, Florida Statutes (2022).

DONE AND ORDERED this <u>31st</u> day of <u>August</u>, 2022.

CITY OF CHIPLEY CODE ENFORCEMENT

BY: Ist Charmin R. Hebert

SHARMIN R. HIBBERT SPECIAL MAGISTRATE

Copies furnished to: Jeremy Mutz, Esq. Officer Tamara Donjuan, Code Enforcement Officer Property Owner the Estate of Mary Mydosh

Inst: 202267007819 Date: 09/19/2022 Time: 8:47/MM Page 1 of 6 B: 1253 P: 606, Lora C. Bell, Clerk of Court Washington, County, By: MM Deputy Clerk

BEFORE THE SPECIAL MAGISTRATE OF THE CITY OF CHIPLEY, FLORIDA

CITY OF CHIPLEY DEPARTMENT OF CODE ENFORCEMENT,

VS.

Case No.: 65

THE ESTATE OF MARY MYDOSH PROPERTY OWNER

ORDER

This matter came to be heard before Sharmin R. Hibbert, Special Magistrate, on August 18, 2022. City of Chipley Code Enforcement Officer Tamara Donjuan (hereinafter, Officer Donjuan) was present along with City Attorney Jeremy Mutz. Present at the hearing on behalf of the property owner was Luther York, on behalf of the Estate of Mary Mydosh.

APPEARANCES

For the City:

For the Property Owner:

Luther York

Jeremy Mutz City Attorney Tamara Donjuan Code Enforcement Officer 1442 Jackson Avenue Chipley, Florida 32428

PRELIMINARY STATEMENT

1. A Notice of Violation was posted at the property located at 589 Main Street, and at City Hall, on or about June 8, 2022, in compliance with Section 162.12, Florida Statutes (2022). (City. Ex. 1)

A Notice of Hearing was posted at the property on or about July 6, 2022.
 (City Ex. 2).

3. Copies of all notices were entered into evidence. (City. Ex. 1-2).

4. It was established that the property owner and/or the property owner's representative, Mr. Luther York, received notice of the hearing and was present at the hearing.

5. Both parties were permitted to move forward with the hearing.

FINIDINGS OF FACTS

Based on the testimony and evidence presented at the hearing held on August 18, 2022, the following facts were found:

1. The property at issue is located at 589 Main Street, Chipley, Florida 32428.

2. The property owner(s) is the Estate of Mary Mydosh. Present at the hearing and on behalf of the estate was Mr. Luther York.

3. On or about June 8, 2022, Code Enforcement Officer Donjuan observed and inspected the property and saw that there was an excessive amount of overgrown grass, weeds, and vegetation at the property. The grass and overgrowth exceeded 12 inches.

4. Pictures of the condition of the property specifically reflecting the overgrown vegetation, weeds, and grass as well as the overall condition of the property were admitted into evidence. (City. Ex. 1).

5. In its current state, the property is a nuisance and eyesore to the community.

6. On or about June 8, 2022, Officer Donjuan prepared an Affidavit and Notice of Violation which stated the violations and the corrections that needed to be made, which she posted at the property and sent to the address of record. Officer Donjuan provided seven (7) days for the property owner to bring the property into compliance. (City. Ex. 1).

7. On or about June 23, 2022, Officer Donjuan reinspected the property and observed that it remained in non-compliance. There remained overgrown grass that exceeded 12 inches and excessive vegetation, trash, and debris. (City Ex. 2).

8. Officer Donjuan again posted the property and City Hall as well as sending notice via certified mail. Officer Donjuan again gave seven (7) days to bring the property into compliance. (City Ex. 2).

9. On or about July 6, 2022, Officer Donjuan reinspected the property and observed that there had been no improvement. There still remained excessive vegetation, growth, debris, and trash around the property in violation of the City of Chipley Municipal Code. (City Ex. 2).

10. On or about July 6, 2022, Officer Donjuan posted a Notice of Hearing at the property and City Hall for August 18, 2022. (City ex. 2).

11. Pictures taken on or about August 17, 2022, show there have not yet been any improvements made that would bring the property into compliance with City of Chipley Municipal Code. (City Ex. 3).

12. Mr. Luther York, a representative of the Estate of Mary Mydosh, was present at the hearing.

13. He testified that he knew the property was in violation of the City of Chipley Municipal Code. He stated the property belonged to his late mother-in-law, and there has

been trouble maintaining the property.

14. Mr. York testified that he plans to bring the property into compliance but needed additional time to do due to a recent leg injury. He was advised to stay in contact with Officer Donjuan during the process.

CONCLUSIONS OF LAW

Based on the foregoing findings of fact, the following conclusions of law are made:

1. The Special Magistrate has jurisdiction of the parties hereto and the subject matter hereof.

2. These matters are governed by the City of Chipley Municipal Ordinances and Chapter 162, Florida Statutes.

3. The following violations are classified as "Nuisances" under the City of Chipley Municipal Code. Nuisance means the following:

4. Section 22-2(5) City of Chipley Municipal Code, states that: Any excessive accumulation of grass, weeds, undergrowth or other dead or living plant life upon a lot, tract or parcel of land, improved or unimproved, within 100 feet of any improved property within the city to the extent and in the manner that such lot, tract or parcel of land shall or may become infested or inhabited with rodents, vermin or snakes; may become a breeding place for mosquitoes; threaten or endanger the public health and welfare; may reasonably cause disease; or adversely affect and impair the economic welfare of the adjacent property.

5. Section 22-3(6) City of Chipley Municipal Code, states that: The existence of excessive growth of weeds or vegetation, or the existence of any accumulation of debris, trash, garden trash, junk, untended growth of vegetation, or undergrowth or dead

or living vegetation, upon any property to the extent and manner that such property contains or is likely to contain rodents, reptiles, or other vermin, or furnishes a breeding place for flies, mosquitoes, or wood-destroying insects, or otherwise threatens the public health, safety or welfare.

6. The property owned by the Estate of Mary Mydosh, located at 589 Main Street, Chipley, Florida 32428, in its current state with excessive overgrown grass, vegetation, debris, and trash is in violation of Section 22-2(5), City of Chipley Municipal Code and is a nuisance.

7. The property owned by the Estate of Mary Mydosh, located at 589 Main Street, Chipley, Florida 32428, in its current state with excessive overgrown grass, vegetation, debris, and trash is in violation of Section 22-3(6), City of Chipley Municipal Code and is a nuisance.

8. Based on these two (2) violations of the City of Chipley Municipal Code, the property owners for the Estate of Mary Mydosh, are subject to penalties as provided for in the City of Chipley Municipal Code.

PENALTY

The Estate of Mary Mydosh, has thirty (30) days from the date of this order to bring the property located at 589 Main Street, Chipley, Florida 32428, into compliance with the City of Chipley Municipal Code. If the property is not brought into compliance within thirty (30) days from the date of this order, the property will be assessed a fine of fifty dollars (\$50.00) a day until the property is brought into the compliance with the City of Chipley Municipal Code.

NOTICE

This Order may be appealed to the Circuit Court by filing a notice of appeal within thirty (30) days of the execution of this order pursuant to Section 162.11, Florida Statutes (2022).

DONE AND ORDERED this <u>31st</u> day of <u>August</u>, 2022.

CITY OF CHIPLEY CODE ENFORCEMENT

BY: Ist Charmin R. Hibbert

SHARMIN R. HIBBERT SPECIAL MAGISTRATE

Copies furnished to: Jeremy Mutz, Esq. Officer Tamara Donjuan, Code Enforcement Officer Property Owner the Estate of Mary Mydosh

Blankenship Jordan, P.A. Matter Billing Log Date Range: 04/13/2023 - 01/25/2024

Amount

\$385.00

\$33.75

\$371.25

\$35.00

\$56.25

\$45.00

\$35.00

\$56.25

\$33.75

\$11.25

\$33.75

\$45.00

\$56.25

Matter Opened Date: File #:	04/13/2023 17-0002-50		
	City of Chipley / 17-0002		
RE:	592/589 Main Street Foreclosure		
FEES			
Date		Details	Hours
04/13/2023	Michelle Jordan	R/R title search reports and attachments, open new files, task draft complaint and related docs to HU	2:12
04/13/2023	Michelle Jordan	Review email from MBJ & task assigned. Review Title work & save to Google Drive. HU.	0:18
04/24/2023	Michelle Jordan	Review title work. Draft Complaint, NOLP, NOA&Email Designation, Notice of Action, Summons, & Aff. of Const. Service. Email pleadings to JAM for review. HU.	3:18
04/28/2023	Law Clerk	Receive and Review drafts from Heather and reply same. JM	0:12
04/28/2023	Michelle Jordan	Email fm JAM. Finalize & file Complaint, Lis Pendens & NOA. HU.	0:30
05/01/2023	Michelle Jordan	Email to MBJ/JAM re Efiling Receipt. Save initial pleadings. Create Pleading Index. Update Litigation Spreadsheet. Calendar deadlines. HU.	0:24
06/20/2023	Law Clerk	Receive/Review Email from Heather; re pleadings; reply same. JM	0:12
06/21/2023	Michelle Jordan	Email fm/to JAM re: RON. Setup RON. Conduct RON w/JAM to sign & notarize Aff. Const. Svs. HU.	0:30
06/22/2023	Michelle Jordan	Update Summons & NOA. Efile Summons, NOA & Affidavit. HU.	0:18
07/05/2023	Michelle Jordan	Review & Save pleadings. HU.	0:06
07/07/2023	Michelle Jordan	Review email fm Clerk rejecting NOA. Resubmit NOA, Affidavit of Const. Svc. & Summons. HU.	0:18
07/10/2023	Michelle Jordan	Download summonses & NOA fm Docket. P/C w/Clerk re: NOA not issued. HU.	0:24
07/18/2023	Michelle Jordan	Publish NOA, pay publication fee & save invoices. Draft ltr to Washington	0:30

Co

Sheriff re: personal service & email to JAM w/pleadings to be served. HU.

Blankenship Jordan, P.A. Matter Billing Log Date Range: 04/13/2023 - 01/25/2024

Law Clerk	Receive/Review Email from Heather re docs to be served; calendar followup needed. JM	0:12	\$35.00
Law Clerk	draft memo to file. JM	0:18	\$52.50
Michelle Jordan	Draft NOSubCounsel & email to CJD & MBJ. HU.	0:12	\$22.50
Michelle Jordan	Revise NOSubCounsel & email to MBJ. HU.	0:06	\$11.25
Michelle Jordan	Download & review Affidavit Publication. Draft NOFiling Affidavits of Publication. Email to JAM/MBJ. HU.	0:18	\$33.75
Michelle Jordan	Revise & file NOF Affidavit of Publication. Update Lit. Spreadsheet. HU.	0:12	\$22.50
Law Clerk	Receive and Review email and drafts from H. Rev / reply. H. Re same.	0:06	\$17.50
Michelle Jordan	Revise Sub. Counsel & email to MJG. HU.	0:12	\$22.50
Michelle Jordan	Email fm MJG. Finalize & file Notice of Sub. of Counsel. HU.	0:06	\$11.25
Michelle Jordan	Save pleading. HU.	0:06	\$11.25
Michelle Jordan	LR 23-024; calculate amounts due; pull report for legal expenses; draft, proof, and revise surplus claim form; draft email corr to TD and DM; update file	0:48	\$160.00
Michelle Jordan	Draft Amended Complaint, Motion to Appoint AAL and proposed Order. Email same to MJG. HU.	0:54	\$112.50
Michelle Jordan	Review/ draft/ revise amended complaint, motion to appoint receiver and order appointing receiver. MG.	0:36	\$120.00
Michelle Jordan	Finalize & file Amended Complaint and Motion to Appoint AAL. Draft letter to Judge & efile w/proposed Order. Mail copies to defendant. Cert Mail \$6.42. HU.	0:42	\$87.50
Michelle Jordan	Receive/ review order appointing attorney ad litem. MG.	0:06	\$20.00
Michelle Jordan	Update pleading index & link pleadings. Review & save pleadings. Email to K. Novonglosky re: Order Appointing her as AAL. Update Lit. Mgmt Spreadsheet. HU.	0:12	\$25.00
Michelle Jordan	Review & save pleadings. HU.	0:06	\$12.50
			\$1,975.00
	Law Clerk Michelle Jordan Michelle Jordan Michelle Jordan Law Clerk Michelle Jordan Michelle Jordan Michelle Jordan Michelle Jordan Michelle Jordan Michelle Jordan	followup needed.JMLaw Clerkdraft memo to file.JMMichelle JordanDraft NOSubCounsel & email to CJD & MBJ. HU.Michelle JordanRevise NOSubCounsel & email to MBJ. HU.Michelle JordanDownload & review Affidavit Publication. Draft NOFiling Affidavits of Publication. Email to JAM/MBJ. HU.Michelle JordanRevise & file NOF Affidavit of Publication. Update Lit. Spreadsheet. HU.Law ClerkReceive and Review email and drafts from H.Rev / reply. H.Michelle JordanRevise Sub. Counsel & email to MJG. HU.Michelle JordanEmail fm MJG. Finalize & file Notice of Sub. of Counsel. HU.Michelle JordanEmail fm MJG. Finalize & file Notice of Sub. of Counsel. HU.Michelle JordanLR 23-024; calculate amounts due; pull report for legal expenses; draft. proof, and revise surplus claim form; draft email corr to TD and DM; update fileMichelle JordanDraft Amended Complaint, Motion to Appoint AAL and proposed Order. Email same to MJG. HU.Michelle JordanPraft Amended Complaint, motion to appoint receiver and order appointing receiver. MG.Michelle JordanFinalize & file Amended Complaint, motion to appoint receiver and order appointing receiver. MG.Michelle JordanFinalize & file Amended Complaint and Motion to Appoint AAL. Draft letter to Judge & effile w/proposed Order. Mail copies to defendant. Cert Mail \$6.42. HU.Michelle JordanReceive/ review order appointing attorney ad litem. MG.Michelle JordanReceive/ review order Appointing thoras AAL. Update Lit. Mgmt Spreadsheet. HU.	Instructionfollowup needed. JM0:18Law Clerkdraft memo to file. JM0:12Michelle JordanDraft NOSubCounsel & email to CJD & MBJ. HU.0:12Michelle JordanRevise NOSubCounsel & email to MBJ. HU.0:06Michelle JordanDownload & review Affidavit Publication. Draft NOFiling Affidavits of Publication. Email to JAM/MBJ. HU.0:12Michelle JordanRevise & file NOF Affidavit of Publication. Update Lit. Spreadsheet. HU.0:12Law ClerkReceive and Review email and drafts from H.Rev / reply. H.ReMichelle JordanRevise Sub. Counsel & email to MJG. HU.0:12Michelle JordanEmail fm MJG. Finalize & file Notice of Sub. of Counsel. HU.0:06Michelle JordanSave pleading. HU.0:06Michelle JordanLR 23-024; calculate amounts due; pull report for legal expenses; draft, tile0:36Michelle JordanDraft Amended Complaint, Motion to Appoint AAL and proposed Order. tile0:36Michelle JordanFinalize & file Amended Complaint, motion to appoint receiver and order appointing receiver. MG.0:36Michelle JordanFinalize & file Amended Complaint and Motion to Appoint AAL_Draft letter tile0:42Michelle JordanFinalize & file w/proposed Order. Mail copies to defendant. Cert Mail S6:42. HU.0:36Michelle JordanLoudge & efile w/proposed Order. Mail copies to defendant. Cert Mail S6:42. HU.0:36Michelle JordanLyodge & file w/proposed Order. Mail copies to defendant. Cert Mail S6:42. HU.0:36Michelle JordanLyodge & file w

DISBURSEMENTS

Date	Expense	Amount
04/13/2023		\$200.00
04/13/2023	Title Search Fee 589 Main	\$20 <u>0 00</u> 274

Section H, Item7.

Blankenship Jordan, P.A. Matter Billing Log Date Range: 04/13/2023 - 01/25/2024

04/28/2023 \$414.00 Remote Online Notarization Fees (at Costs). HU. 06/21/2023 \$7.00 07/18/2023 \$350.70 \$348.50 07/18/2023 07/25/2023 Process Service Cost \$80.00 01/03/2024 \$6.42 Total \$1,606.62

Summary of Fees and Disbursements

Total Fee & Disbursements

\$3,581.62

Section H, Item7.





CITY OF CHIPLEY STAFF REPORT

SUBJECT: Award of RFQ No. 2024-03 - Professional Services for a Florida Department of Commerce Community Planning Technical Assistance Grant

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This will award the Professional Services for a Florida Department of Commerce Community Planning Technical Assistance Grant to Fisher Arnold, subject to negotiation per CCNA for fair and reasonable compensation, based on scoring of the Selection Committee.

RECOMMENDATION

City Staff recommend approval of award to Fisher Arnold subject to negotiation per CCNA for fair and reasonable compensation.

ATTACHMENTS

- 1. Recommendation Memo
- 2. RFQ No. 2024-03 Advertisement
- 3. Addendum #1
- 4. Scoresheets



CITY OF CHIPLEY



MEMO

To: City Council

- From: Patrice Tanner, City Administrator
- Date: March 8, 2024
- Re: Request for Qualifications No. 2024-03 for Engineering Services for a Florida Department of Commerce Community Planning Technical Assistance Grant

SUMMARY:

The City advertised for engineering services for the City of Chipley Downtown Redevelopment Master Plan through a Department of Commerce grant through the State of Florida. Two firms submitted an RFQ for this project.

RECOMMENDATION:

Recommendation is that the City Council award RFQ No. 2024-03 to Fisher Arnold and staff will negotiate per CCNA for fair and reasonable compensation, based on scoring of the Selection Committee.

CITY OF CHIPLEY, FLORIDA REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR A FLORIDA DEPARTMENT OF COMMERCE COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT RFQ NO. 2024–03

The City of Chipley, herein referred to as the "City" is seeking statements of qualifications from qualified Engineering Firms. One firm is expected to be selected to enter into a service contract with the City to perform services related to a Department of Commerce grant through the State of Florida for preparing a City of Chipley Downtown Redevelopment Master Plan for the area located in the City of Chipley Community Redevelopment Agency District. The service contract from this RFQ will have all necessary clauses and language required by the State of Florida, Department of Commerce Office.

All questions must be submitted in writing to Mrs. Patrice Tanner, City Administrator for the City of Chipley, and may be emailed to <u>ptanner@cityofchipley.com</u>. A complete copy of the RFQ may be downloaded at <u>www.cityofchipley.com</u>. All Statements of Qualifications will be ranked on an individual and equal basis.

To be considered, the Firm must submit an original and three (3) copies of the Statement of Qualifications in a sealed envelope or package, clearly marked with the Firm's or individual's name and address, and the words "RFQ No. 2024-03 - ENGINEERING SERVICES FOR CITY OF CHIPLEY". Statements of Qualifications will be received by either hand delivery to the City of Chipley – City Clerk's Office located at 1442 Jackson Avenue, Chipley, Florida or by regular mail to City of Chipley, Attention: City Clerk's Office, Post Office Box 1007, Chipley, Florida 32428 by the closing date.

RFQ Deadline: February 21, 2024, at 2:00 p.m., local time.

Late submittals received after the aforementioned deadline date, either by mail or otherwise, will not be considered and will be returned unopened. The time of receipt will be determined by the time received in the City of Chipley City Hall – City Clerk's Office. It is the sole responsibility of the firm for assuring that the RFQ is received in the City Clerk's Office by the designated date and time. No faxed, electronic, or oral Statement of Qualifications will be accepted.

Award will be made to the best responsive Firm, but the City reserves the right to reject any or all Statement of Qualifications. The City of Chipley reserves the right to reject the Statement of Qualifications of a firm who has previously failed to perform properly or complete on time, contracts of similar nature, or of a firm who, in the sole opinion and discretion of the City of Chipley is not in a position to perform the contract.

SPECIAL NOTE:

The City requires a business license tax be paid for the privilege of engaging in any business within the city limits. Please contact the City Clerk's Office for requirements and a fee schedule.

EQUAL OPPORTUNITY EMPLOYER/HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION

Advertised: Washington County News – January 31, 2024 Panama City News Herald – January 31, 2024



CITY OF CHIPLEY



Addendum No. 1

CITY OF CHIPLEY, FLORIDA REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR A FLORIDA DEPARTMENT OF COMMERCE COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT

RFQ NO. 2024-03

February 2, 2024 9:00 AM CST Local Time

The following questions have been presented to the City:

- 1. What is the budgeted amount for this project? The budgeted amount for this project is \$50,000.
- 2. Please provide clarification to the following inquiries to Section "D", "Scope of Services", under the "Purpose, Scope of Work and Qualifications":
 - a. Section D(1)(a) requires a map of the boundaries of the area to be included in the Master Plan. Does the City of Chipley currently have an adopted Community Redevelopment Agency Boundary? Yes, a map of the CRA district boundaries can be provided.
 - b. Section D(1)(c) states, "Existing hardscaping, landscaping, lighting, green space, and signage" must be included in the Downtown Existing Conditions Report. To what degree are these items to be located? Are they just to be located as identified in existing aerial photography and by eye observation, or are they to be located by survey? A survey is not required for this item of the scope of work. Aerial photography and eye observation will be sufficient.
 - c. Section D(1)(d) states, "Existing and programmed infrastructure/utility conditions". Can you please clarify what programmed infrastructure/utilities conditions mean? Also, how are the infrastructure/utilities required to be located? Is a utility survey required? Please clarify what exactly must be located and the means of locating it. This would be City utilities including sewer, gas and water. For sewer, the awarded bidder would work through the City of Chipley Water Utilities Department and for gas and water the awarded bidder would work through the City of Chipley Public Works Department. A utility survey would not be required.
 - d. Section D(1)(e) states, "Existing and programmed mobility conditions related to roadways, pedestrians, bicycles, and parking". Can you please provide clarification on the meaning of programmed mobility conditions? Also, to what extent are these facilities to be located?

Is location via aerial photography an acceptable method for the identification and location of these facilities? This would include parking lots, sidewalks, crosswalks, etc. Anything located in the boundary that increases and makes safe the mobility of residents and visitors. This will include ADA compliance. Aerial photography could be used for location purposes but due to the amount of awning on downtown commercial properties, eye observation would need to be used in certain circumstances as well. The awarded bidder can work with the City of Chipley Public Works Department on this scope of work item.

- e. Section D(2)(b), can you please identify to whom the term "Stakeholders" is referring to? The term "stakeholders" is defined as any resident, building owner, property owner or operating business/organization located within the CRA District boundaries.
- 3. Section E "Terms" states the end date is May 31, 2024. Does the City of Chipley anticipate filing an extension to extend this date? Although the City of Chipley has already requested an extension for this project, there is no guarantee it will be awarded. Current plans would be to keep the scope of work within the defined grant timeline with a completion date of May 31, 2024. If an extension is granted during work on the project, the project timeline can be adjusted at that time.
- 4. The listed end date of May, plus an extension opportunity, provides for a confusing preparation of the schedule. Can you provide more detail about whether the City wants an abbreviated project window or should it be calculated to include a grant extension? Although the City of Chipley has already requested an extension for this project, there is no guarantee it will be awarded. Current plans would be to keep the scope of work within the defined grant timeline with a completion date of May 31, 2024. If an extension is granted during work on the project, the project timeline can be adjusted at that time.
- 5. The use of "engineer" is throughout the document, but downtown planning, landscape architecture, and architecture is requested in the scope. Would you also accept proposals from those typologies of professionals? Yes, the City of Chipley would allow proposals from other professionals. It is not required to be an engineer for this project.
- 6. Section "F" does not seem to request a scope of work or proposed public outreach process as part of the RFP. Are we to assume only to use what is specifically listed on the RFP, or would you like the teams to provide a scope of work and public engagement plan as part of our submissions? Let's propose that for the additional information section. Section F does not require a scope of work as the defined scope of work already included in the RFQ is already set by the grant agreement. A public engagement plan would be part of the work completed for the public workshops and stakeholder meetings and does not need to be included in your proposal. The City of Chipley is seeking qualifications as defined in Section F to select the best candidate to complete the grant deliverables and submittals will be ranked on such.
- 7. Is there an identified budget for this scope? We noticed a Florida commerce grant award of \$50,000. Is the desire of the community to stay within that budget? Yes, the budget amount is for \$50,000 and the desire of the City of Chipley is to stay within that budget.

If you have any questions please contact Patrice Tanner, City Administrator at (850) 638-6350.

REQUEST FOR QUALIFICATIONS NO. 2024-03 PROFESSIONAL SERVICES FOR A FLORIDA DEPARTMENT OF COMMERCE COMMUNITY PLANNING TECHNICAL ASSSITANCE GRANT

	Criteria	Points	Selection Committee Scoring	mittee Scoring
				Downtown Redevelonment
			Fisher Arnold	Services
Qualifications and Experience	Experience	25	25	25
Ability to provide	Ability to provide required scope of services	25	25	28 20
Understanding and approach	1 approach	25	25	25
References and/or	References and/or recommendations	10	8	10
Reputation and co understanding and	Reputation and competence of firm, including demonstration of a thorough understanding and acceptance of the project scope	15	7	اک
	Total	100	98	95

D. MAXWell MichAC) Evaluator's Name:

1.4 Dunlar Signature:

7004

сю М

2

Date:

REQUEST FOR QUALIFICATIONS NO. 2024-03 PROFESSIONAL SERVICES FOR A FLORIDA DEPARTMENT OF COMMERCE COMMUNITY PLANNING TECHNICAL ASSSITANCE GRANT

<u> </u>	

Criteria

Points

Downtown Redevelopment

Selection Committee Scoring

Т

			Fisher Arnold	Services
-	Qualifications and Experience	25	25	25
2	Ability to provide required scope of services	25	كح	25
3	Understanding and approach	25	2,5	24
4	References and/or recommendations	10	ଚ	8
s.	Reputation and competence of firm, including demonstration of a thorough understanding and acceptance of the project scope	15	15	13
	Total	100	4 C	95

Guy Lane Evaluator's Name:

Signature:

2024 8 3 Date:

REQUEST FOR QUALIFICATIONS NO. 2024-03 PROFESSIONAL SERVICES	FOR A FLORIDA DEPARTMENT OF COMMERCE	COMMUNITY PLANNING TECHNICAL ASSSITANCE GRANT
---	--------------------------------------	---

No.	Criteria	Points	Selection Committee Scoring	mittee Scoring
				Downtown
				Redevelopment
			Fisher Arnold	Services
-	Qualifications and Experience	25	24	дH
2	Ability to provide required scope of services	25	HE	AH
m	Understanding and approach	25	He	23
4	References and/or recommendations	10	8	∞
S	Reputation and competence of firm, including demonstration of a thorough understanding and acceptance of the project scope	15	14	14
	Total	100	94	93

teoelselc Evaluator's Name: Signature: Date:

Section H, Item8.

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Chipley Communications Tower Change Order No. 2 - Sabre Industries

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Scott Thompson, Police Chief

SUMMARY

This change order will increase the size of the foundation due to water depth issues. The original quote was for a mat pier 4 ft in depth, but the Geotech report showed water at the 4ft level. They will have to change to a pier foundation which will increase the concrete by 12 cubic yards to overcome the issue. The change order is in the amount of \$11,750.00 to Sabre Industries which will bring the total contract price to \$421,817.00.

RECOMMENDATION

City Staff recommend approval of Change Order in the amount of \$11,750.00 to Sabre Industries

ATTACHMENTS

1. Change Order No. 2



Change Order

City of Chipley 1430 Jsckson Av			7101 S PC	es Towers and l outhbridge Dr) Box 658 City, IA 51111	Poles
Chipley, FL 3242	28		F	dmin: Allen Kir Phone #: @sabreindustri	2
SO#: 529952 / F Terms: Net 30 [PO #: Signed Proposal Days			0	
Site/Tower:	Chipley Comm Tower, FL				
	Construction - Other				
Item Description	1	Change Order	Unit Price	Order Qty.	Ext. Cost
Results from instead of a depth of 4' CY. Original fou feet tall, tot	Order - Construction Services In the Geo company indicated a drilled pier foundat I Mat/Pier. The Geo also indicated a shallow water below grade. The foundation had to get lager by 12 Indation was 30.5' x 1.5' tall mat with (3) 3' Ø piers tal CY 55.2. New foundation (3) drilled piers measure by 39' tall total of 67.62 CY.	2.42 4.5	\$11,750.00	1	\$11,750.00

Change Order Total:

\$11,750.00

Please Sign, date, and return via email with Purchase Order (if applicable). No work will begin until receipt of signed Change Order and Purchase Order is received. Unless otherwise noted, Sales Tax is not included in Price.

This Change Order is based on the terms and conditions proposed above including the standard terms and conditions previously supplied and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Communications Corp.

(Sabre Signature and Date)

(Customer Signature and Date)

(Customer PO #)

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Contract for Construction – Alternative Energy Services, Inc. - Public Works Building – Solar Panel Project

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Patrice Tanner, City Administrator

SUMMARY

This will approve the Contract for Construction with Alternative Energy Services, Inc. for the Public Works Building Solar Panel Project in the amount of \$88,190.00.

RECOMMENDATION

City Staff recommend approval of Contract for Construction with Alternative Energy Services, Inc. in the amount of \$88,190.00.

ATTACHMENTS

- 1. Contract
- 2. COI

Contract for Construction Public Works Building – Solar Panel Project

This Contract, dated <u>Tuesday, February 13, 2024</u>, is between the City of Chipley, located at 1442 W Jackson Ave, Chipley, FL 32428 ("City"), and Alternative Energy Services, Inc., located at 1417 Chaffee Drive, Suite #2, Titusville, FL, 32780 ("Contractor").

1. Scope of Work

Work shall be performed in accordance with Exhibit 1 Scope of Work.

The Contractor hereby agrees to provide the following services to the City according to the Invitation to the (ITB) said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as Exhibit 2, to the extent they are not inconsistent with this Agreement.

The project may be reimbursed by grant funds from the Federal Department of Agriculture and Consumer Sciences (FDACS). It is imperative that Respondents examine and become familiar with the requirements outlined Exhibit K - 2 CFR 200 and Special Conditions.

2. <u>Term</u>

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed by <u>August 31, 2024</u>. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$250.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. <u>Contract Price</u>

The City shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's pay application and written approval of same by the City's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit payment application to the City Administrator on a monthly basis for those specific services, as described in this Agreement, ITB, and the Contractor's proposal cost, that were satisfactorily completed during that invoicing period.

CONTRACT PRICE: \$88,190.00

4. Payments

Notwithstanding anything to the contrary herein, the City shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the City on a monthly basis. Payment by the City to the Contractor of the statement amount shall be made within twenty (20) days after submittal to the City. Five percent (5%) retainage shall be held by the City until final completion and acceptance of all work under this Contract.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the City, finished and ready for beneficial occupancy, or when the City occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor shall list those items prior to receiving final payment and the City may retain a sum equal to 150% of the estimated cost of

completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, City shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors – In accordance with requirements of Davis-Bacon Act, where applicable.

Delayed Payments by City - If the City shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the City, stop the Project until payment of the amount owing has been received, subject to the City's right to cure the default during the notice period, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

5. <u>Independent Contractor</u>

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub- contractors under it, be considered to be employees of the City.

6. <u>Contractor's Personnel</u>

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the City objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from City premises.

7. <u>Cooperation</u>

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the City of Chipley City Administrator or their designee as requested and specifically to allow the City to inspect the performance of work of this Contract.

8. <u>Materials, Supplies, Etc.</u>

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. <u>Records / Audits</u>

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the City in order to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The City, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Patrice A. Tanner, Custodian of Public Records, at (850) 638-6350 or 1442 W Jackson Ave, Chipley, FL 32428.

11. <u>City Representative</u>

The City Administrator or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the City's representative on matters relating to the performance of the work. The City shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the City, Contractor shall provide proof of such compliance to the City.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E- Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

13. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the City. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the City may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes. Contractor's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at <u>www.sam.gov</u>.

15. <u>E- Verify</u>

Contractor shall utilize the U.S. Department of Homeland Security's E- Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a bid in response to this document, the contractor certifies compliance with the above requirements.

16. <u>Bonds</u>

When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect no less than one year after the date when final payment becomes due.

17. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the City's Insurance Requirements.

18. <u>Hold Harmless and Indemnification</u>

The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Contractor.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the City has prevailed.

The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

20. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the City:	For the Contractor:
Attn: Patrice A. Tanner	Attn. AshLeigh Krutzsch
1442 W Jackson Ave	1417 Chaffee Drive, Suite #2
Chipley, FL 32428	Titusville, FL, 32780

The Contractor shall notify the City Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

21. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

22. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

23. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

24. <u>No Waiver</u>

The waiver by the City of, or the City's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

25. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided in a Florida court of competent jurisdiction.

26. <u>Termination for Cause and for Convenience</u>

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable

adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the City to immediately terminate this Contract for cause and declare the Contractor to be non- responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

27. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

28. <u>Severability</u>

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

29. <u>Governing Law & Venue</u>

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Washington County, Florida.

[SIGNATURES ON FOLLOWING PAGE)

	WHEREOF, the Parties have executed thisday of, 2024.
Executed by:	
	City of Chipley, FL
	By Tracy L. Andrews, Mayor
	by Hacy L. Andrews, Mayor
Attest:	
erry Snell, City Clerk	
erry Shen, City Clerk	
	CONTRACTOR
	CONTRACTOR
	By:(Authorized Representative)
TTEST:	By: (Authorized Representative)
TATE OF FLORIDA	By:(Authorized Representative) Its:
TATE OF FLORIDA OUNTY OF	By:(Authorized Representative) Its:Its:
TATE OF FLORIDA OUNTY OF he foregoing instrument was ac resenceonline notarization	By:(Authorized Representative) Its:
TATE OF FLORIDA OUNTY OF he foregoing instrument was ac resenceonline notarization osition), who is personally know	By:(Authorized Representative) Its:
Position), who is personally know	By:

Exhibit 1 Scope of Work

This is a turn-key PV Solar Panel project. The Contractor shall conduct a detailed site assessment to determine the optimal location for the 40-kW solar panel system. In addition, the Contractor shall develop design plans and obtain all required permits.

The Contractor shall install the solar panel system per the approved design plans, which involves mounting solar panels, connecting electrical wiring, and integrating the system into the existing infrastructure.

The Contractor shall acquire the components listed below from reputable suppliers and submit warranties from manufacturers, meeting or exceeding the minimum requirements specified in the following table:

Component	Warranty Period (Years)	Requirements
Photovoltaic Solar Panels	Minimum 25 years	Tier 1 modules only Full replacement in case of malfunction due to material or workmanship defects. Power warranty that meets the following requirements: No more than 2% degradation during the first year No more than 0.50% degradation during the following years
Microinverters	Minimum 25 years	Full replacement in case of malfunction due to material or workmanship defects.
Racking	Minimum 20 years	Structural integrity guarantee against defects or failure that may compromise the stability of the solar panel system.
Electrical Components	Minimum 1 year	Warranty covering defects in materials or workmanship, with replacement or repair as necessary.

The Contractor shall provide all personnel, services, plans, & documents necessary during the project and as required to bring the agreed upon project to a permitted status. The Contractor shall attend monthly pre-construction meetings with the City to inform the City of the project's status. Upon the Contractor's receipt of all permits, the contractor shall complete the Construction of the project. All work must be completed and accepted by August 31, 2024.

The Construction Phase shall be manned by a pre-selected team which prior to construction has attended some, if not all, of the later pre-construction meetings to familiarize themselves with not only the project but the owner's representatives they will be closely working with to bring the project to a successful conclusion.

The Construction Phase shall be properly manned to ensure that the schedule is maintained at all times and any potential delays shall be conveyed to the owner's representatives as soon as they are discovered.

During construction weekly (or as needed), on-site project meetings will be conducted by the Contractor. These meetings shall have representatives from all entities involved in the Construction Phase and may include the owner's representatives, when required. The meetings shall be mandatory.

The Contractor shall at the end of the Construction Phase bring to the project all the required resources to quickly & efficiently complete all punch list items, provide to the owner instruction as required for all supplied equipment & devices & submit all typical close out documents &/or those the owner may request.



பட

NEWFLOR-01

Ą	C			C	EF	RLI	FICATE OF LIA	BILITY IN	SURAN	CE L		n H, Item10.
C B	ERT ELO	IFICATE DOES W. THIS CERT	NOT AF	FIRMAT	IVEL SURA	Y OI	R OF INFORMATION ON R NEGATIVELY AMEND, E DOES NOT CONSTITU ERTIFICATE HOLDER.	EXTEND OR AL	TER THE CO	OVERAGE AFFORDED	TE HO BY TH	LDER. THIS IE POLICIES
lf	SUI	BROGATION IS	WAIVED), subje	ct to	the	DITIONAL INSURED, the terms and conditions of ificate holder in lieu of su	the policy, certain	policies may			
PRO	DUCE	R						CONTACT Certific	ates			
		ction Casualty In	surance	, LLC				PHONE (A/C, No, Ext): (727)		FAX (A/C, No	:	
363 Suit	e 31	Street North						E-MAIL ADDRESS: certs@	cci-ins.com	(10)		
Sair	nt Pe	tersburg, FL 337	04							RDING COVERAGE		NAIC #
										emnity Company		25658
INSU	RED							INSURER B : TRAVEL	ERS PROPERTY	CASUALTY COMPANY OF	MERICA	25674
		Alternative	Eneray S	Services	. Inc.			INSURER C : Bridge	field Emplo	yers Ins Co		10701
		1417 Chaffe	e Drive,					INSURER D :				
		Titusville, F	L 32780					INSURER E :				
								INSURER F :				
со	VER	AGES		CER	TIFIC	CATE	E NUMBER:			REVISION NUMBER:		
IN C	IDIC/ ERTI	ATED. NOTWITHS FICATE MAY BE	STANDING	G ANY R OR MAY	PER	REM TAIN	SURANCE LISTED BELOW H ENT, TERM OR CONDITION , THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	N OF ANY CONTRADED BY THE POLIC	ACT OR OTHER	R DOCUMENT WITH RESP BED HEREIN IS SUBJECT	ECT TO	WHICH THIS
INSR LTR		TYPE OF INSI			ADDL			POLICY EFF (MM/DD/YYYY)	POLICY EXP		TS	
A	X	COMMERCIAL GENE	RAL LIABI	LITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE	X occ	CUR	x	x	4T-CO-8T563037-TIA-23	8/31/2023	8/31/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
										MED EXP (Any one person)	\$	10,000
										PERSONAL & ADV INJURY	\$	1,000,000
	GEN		APPLIES P	PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-		OC						PRODUCTS - COMP/OP AGG	1	2,000,000
		OTHER:								EBL AGGREGATE	\$	2,000,000
В	AUT	OMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	Χ	ANY AUTO			x	х	810-8T563824-23-26-G	8/31/2023	8/31/2024	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY	SCHEDI AUTOS	ULED						BODILY INJURY (Per accident) \$	
		HIRED AUTOS ONLY	NON-OV							PROPERTY DAMAGE (Per accident)	\$	
											\$	
В		UMBRELLA LIAB	X occ	CUR						EACH OCCURRENCE	\$	8,000,000
	Χ	EXCESS LIAB	CLA	IMS-MADE	X	Х	CUP-8T659047-23-26	8/31/2023	8/31/2024	AGGREGATE	\$	8,000,000
		DED RETENT	ION \$								\$	
С	WOF	KERS COMPENSATIO	N TY							X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNE	R/EXECUTI	IVE Y/N	N/A	Х	830-56083	11/1/2023	11/1/2024	E.L. EACH ACCIDENT	\$	1,000,000
		CER/MEMBER EXCLUE	JEU?		11/2					E.L. DISEASE - EA EMPLOYE	E \$	1,000,000
	If yes DES	s, describe under CRIPTION OF OPERAT	TIONS belov	v						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
			(1.00.77-					 	<u> </u>			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Anne Fitzgerald, Clayton Eigenmann, Michael Scharf are excluded from the Workers Compensation policy. When required by written contract, the certificate holder is listed as additional insured with regard to the General Liability and Auto policies. A waiver of subrogation applies in favor of the certificate holder on the General Liability, Auto and Workers' Compensation policies. Excess policy follows form. General Liability includes: Blanket Additional Insured including Completed Operations when required by written contract, Primary & Non-Contributory Wording, Blanket Waiver of Subrogation. Automobile includes: Blanket Additional Insured, when required by written contract and Blanket Waiver of Subrogation. Excess Liability is follow form. City of Chipley is listed as additional insured with respect to general liability when required by written contract.												
							,	• •				
CE	RTIF	ICATE HOLDER	2					CANCELLATION				

City of Chipley 1442 W Jackson Ave Chipley, FL 32428

SHOL	JLD ANY OF	THE ABOV	E DESCRIBE	D POLICI	ES BE (CANC	CELLED BEFC	RE
			THEREOF, DLICY PROVI		WILL	BE	DELIVERED	IN

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights r The ACORD name and logo are registered marks of ACORD

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Purchase of 2024 Freightliner Debris Loader - Sanitation Fund

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY

Guy Lane, Public Works Director

SUMMARY

This will approve the purchase of a 2024 Freightliner Debris Loader from Petersen Industries, Inc. in the amount of \$244,662.92 from the Sanitation Fund. The purchase will be made through Cooperative Procurement with Sourcewell Contract - Solicitation Number: RFP No. 040621-PII

RECOMMENDATION

City Staff recommend approval of purchase of a 2024 Freightliner Debris Loader from Peterson Industries, Inc. in the amount of \$244,662.92.

ATTACHMENTS

- 1. Quote
- 2. Sourcewell Contract

Petersen Industries, Inc. 4000 SR 60 W Lake Wales, FL 33859 Phone: (800) 930-5623 email: parts-service@petersenind.com



 Quote No
 Quote Dat
 Section

 20232243
 11/20/2023
 2

Section H, Item11.

Sourcewell No. #040621-PII

Bill To ENVIRONMENTAL PRODUCTS 700 HERMIT SMITH ROAD APOPKA, FL 32703 US Ship to ENVIRONMENTAL 4410 WENDELL DRIVE SW. ATLANTA, GA 30336 US

END USER: Chipley, City of (FL)

Customer No	Sispsn	Payment terms		
3035	Nick Filer	Net 30		
Loc PPD/COL	Ship via	Ship Date		
LW	DRIVE AWAY	11/20/2023	Delivery Date:	January - 2024
Qty Ordered	UOM Item No		Unit price Disc	Extended price
	1.00	EA 8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00	0.00
	1.00	EA 10.09 LED LED TYPE BODY LIGHTS, 15 EA.	1.00	0.00
	1.00	EA 10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00	430.00
	1.00	EA 8.77ANSI ANSI Z245 PACKAGE	1.00	0.00
	1.00	EA 8.77 RTASST ROUTE ASSISTANT - FULL TROUGH	1.00	19,568.00
	1.00	EA 11.02B BODY COLOR: BLACK	1.00	0.00
1.(OR NEW LOADER	116,033.00 2.00	113,712.34

CHASSIS, FOR NEW LOADER 2024 Freightliner M2 106 Cummins B6.7 300 HP 660 LB/FT Torque Allison 3500 RDS Automatic 37,600 GVWR ****** Vin - VE4827 On Petersen Yard

Act#	410-534-64000
P. 0.#	

	David Hardin / 205-684-1646	SubTotal Delivery	243,092.92 1,570.00
Signature THE QUOTE TOTAL MAY NOT REFLE	Date ECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX	Tax Total Quote	0.00 244,662.92
(C)2022 Petersen Industries	3% Surcharge if paid by Credit card	Credit Card Total	252,0 299

Petersen Industries, Inc. 4000 SR 60 W Lake Wales, FL 33859 Phone: (800) 930-5623 email: parts-service@petersenind.com



Quote No Quote Dat 20232243 11/20/2023

Section H, Item11.

1

Sourcewell No. #040621-PII

Bill To ENVIRONMENTAL PRODUCTS 700 HERMIT SMITH ROAD APOPKA, FL 32703 US

Ship to ENVIRONMENTAL 4410 WENDELL DRIVE SW. ATLANTA, GA 30336 US

END USER: Chipley, City of (FL)

Customer No	Sispsn	Payment terms	
3035	Nick Filer	Net 30	
Loc PPD/COL	Ship via	Ship Date	
LW	DRIVE AWAY	11/20/2023	Delivery Date: January - 2024
Qty Ordered	UOM Item No		Unit price Disc Extended price

1.00 EA LOADER AS CONFIG	URED BELOW	70,916.00 2.00	69,497.68
Feature/Kit Componen	ts- LOADER		
1.00		1.00	66,102.00
1.00	EA 03.11SAI HEAVY DUTY SWING MOTOR	1.00	0.00
1.00	EA 03.12 EXTD PED- EXTENDED PEDESTAL - TR3 (NO CHARGE)	1.00	0.00
1.00	EA 01.11MQCA QUADSTICK MECH CONTROLS (UPGRADE for TL)	1.00	3,333.00
1.00	EA 01.24 GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)	1.00	479.00
1.00	EA 10.16 HDHI HDHI OUTRIGGER STROBE	1.00	592.00
1.00	EA 07.105B60 STANDARD BUCKET 60"	1.00	0.00
1.00	EA 10.04 BUWL BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00	0.00
1.00	EA 12.05 HG HOSE GUARDS- HEAD & VALVE BANK	1.00	410.00
1.00	EA 12.36 HD HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00	0.00
1.00	EA 12.02 TP TANDEM PUMP IN LIEU OF SINGLE 18 GMP	1.00	0.00
1.00	EA 11.02 LBPIO LOADER SINGLE COLOR PI ORANGE	1.00	0.00
1.00 EA 8.0 DUMP BO AS CONFIG	DDY URED BELOW	61,105.00 2.00	59,882.90
Feature/Kit Componen	ts- 8.0 DUMP BODY		
1.00		1.00	38,309.00
1.00	EA 8.36 PISWLCD PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00	1,353.00
1.00	EA 8.72 OPRD SINGLE PIECE REAR DOOR (REPLACES STND BARN DOORS)	1.00	1,445.00 300



Solicitation Number: RFP #040621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at governmentowned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;

2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter. Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

• Exercise any remedy provided by law or equity, or

• Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident \$500,000 policy limit for bodily injury by disease \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance*. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Petersen Industries, Inc.

DocuSigned by: Jeremy Schwartz COFD2A139D06489... By:

Jeremy Schwartz Title: Chief Procurement Officer

5/26/2021 | 2:52 PM CDT Date:

DocuSigned by:

By: <u>9A68D6BB7A324C5...</u> Casey Hardee

Title: President/CEO

5/26/2021 | 10:46 AM PDT Date:

Approved:

-DocuSigned by: (had (samette Bv: Chad Coauette Title: Executive Director/CEO

5/26/2021 | 7:51 PM CDT Date: _____

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name:	Petersen Industries, Inc.
	4000 State Road 60 W
Address:	LAKE WALES, FL 33859
Contact:	Casey Hardee
Email:	chardee@petersenind.com
Phone:	863-676-1493 257
Fax:	813-478-1454
HST#:	59-2979951

Submission Details

Created On:	Friday February 19, 2021 12:44:13
Submitted On:	Monday March 29, 2021 15:22:54
Submitted By:	Casey Hardee
Email:	chardee@petersenind.com
Transaction #:	9d573344-e8dc-40e7-866a-e3d93fae21d1
Submitter's IP Address:	73.255.132.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Petersen Industries, Inc.	*
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859	*
3	Proposer website address:	www.petersenind.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States. Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container. What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed , machined and manufactured in-house. this includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!

DocuSign Envelope ID: 059F6514-971E-4950-A16C-5D0828968E47

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcewell for over 10 years become our go-to strategy for selling our equipment with every new an customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	əm1
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly be Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract	
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Line Item	Question	Response *	
16	recognition that your company has received	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.	*
	What percentage of your sales are to the governmental sector in the past three years	83%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
		Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Bryan, TX	Jared Birkhead	(979)574-6619	*
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111	*
City of Chattanooga, TN	Gary Franks	(423) 643-5559	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name		State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93.929	\$710,837
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item Question

Response *

23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Reg Managers (RSM), 4 Inside Sales Managers and one one Inside Sales (Section H, Ite	em11.
		Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sourcewell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcewell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for- profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because each customer of ours is unique, we prefer to help build specifications though direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".	*
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Although we ae not pursuing any green initiatives that require an agency oversight, we are exploring option such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.	*
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	\square
42	Do your warranties cover all products, parts, and labor?	yes absolutely!	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. we can provide service coverage throughout the U.S and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.	*
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.	*
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.	*

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcewell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcewell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcewell contract primary.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre- delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcewell quoted price will be all-inclusive.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcewell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcewell contract.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.	in the second
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.	ł

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	ି Yes ଜ No	not offered	*
67	Knuckleboom and grapple loaders	ତ Yes C No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	ଜ Yes ି No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	ଜ Yes ି No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	ି Yes ଜ No	not offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcewell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability Financial Strength CPA Letter & Altus Report.pdf Tuesday March 23, 2021 12:30:41
- Marketing Plan/Samples Sourcewell_Marketing.zip Tuesday March 23, 2021 13:24:29
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information Warranty Statement.pdf Monday March 22, 2021 13:38:51
- Pricing Sourcewell Price List 2021 (2).zip Monday March 29, 2021 13:39:02
- Upload Additional Document COI and Terms.zip Monday March 29, 2021 15:18:41

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are
 acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and
 related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>;
 - Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or

DocuSign Envelope ID: 059F6514-971E-4950-A16C-5D0828968E47

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from p by the State of Minnesota; the United States federal government or the Canadian government, as applicable
Section H, Item11.
Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes @ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	M	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	V	1

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Support for Closure of Dalton Street Railroad Crossing

MEETING DATE

Tuesday, March 12, 2024

PREPARED BY Guy Lane, Public Works Director

SUMMARY

This is approval of support for closure of Dalton Street Railroad Crossing due to low clearance vehicles possibly getting hung up and stuck on the tracks or drug across the crossing damaging its integrity. Furthermore, low clearance vehicles that are low to the ground relative to the distance between axles pose the greatest risk of becoming immobilized due to contact with the track or highway surface. There are alternative crossings nearby so mobility and/or emergency operations will not be negatively affected. This being used as the parade route poses great safety concerns.

RECOMMENDATION

City Staff recommend approval of support for closure of Dalton Street Railroad Crossing.

ATTACHMENTS

- 1. Email
- 2. FDOT Public Railroad Highway Grade Crossings Opening and Closing Brochure.
- 3. Rule 14-57.012 Florida Administrative Code

From: Jules, Eugene <<u>Eugene.Jules@dot.state.fl.us</u>>
Sent: Monday, February 26, 2024 10:53 AM
To: W. Guy Lane <<u>GLane@cityofchipley.com</u>>; D. Ambers Carter <<u>ACarter@cityofchipley.com</u>>;
Cc: OCP <<u>OCP@dot.state.fl.us</u>>; JT Ripstein <<u>jt.ripstein@garailways.com</u>>; Corbitt, Ray
<<u>Ray.Corbitt@dot.state.fl.us</u>>; Eady, Jordan <<u>Jordan.Eady@dot.state.fl.us</u>>
Subject: FW: Public At-Grade Crossing #339942T

Hi Mr. Lane,

Per <u>Florida Statutes 335.141.</u>, The Florida Department of Transportation shall have regulatory authority over all public railroad-highway grade crossings in the state, including the authority to issue permits which shall be required prior to the opening and closing of such crossings. Florida Gulf and Atlantic Railroad company submitted an application for the closure of public at-grade railroad crossing <u>#339942T</u> in Chipley, FL due to safety concerns (i.e. humped crossing).

Low clearance vehicles can get hung up and stuck on the tracks or drag across the crossing damaging its integrity. Furthermore, low-clearance vehicles that are low to the ground relative to the distance between axles pose the greatest risk of becoming immobilized due to contact with the track or highway surface. There are alternative crossings nearby, so I don't believe mobility and/or emergency operations will be negatively affected.

The purpose of this email is to seek your support in moving forward with the railroad crossing closure to make the area safer. Do you have any availability this week for a quick chat about this matter? If so, please advise on your availability, and I will setup a virtual meeting via Microsoft Teams.

Thanks, **Eugene Jules, FCCM** Freight and Rail Planner – RXR Opening/Closure Program Florida Department of Transportation 605 Suwannee Street, MS 25 Tallahassee, Florida 32399 (850)414-4528 <u>eugene.jules@dot.state.fl.us</u> <u>https://www.fdot.gov/rail/programs/opening-closure</u> <u>FreightMovesFlorida.com</u>



Improve Safety, Enhance Mobility, Inspire Innovation



From: JT Ripstein <<u>jt.ripstein@fgarailroad.com</u>>
Sent: Thursday, November 10, 2022 9:33 AM
To: Jules, Eugene <<u>Eugene.Jules@dot.state.fl.us</u>>; Brian Lolley <<u>brian.lolley@fgarailroad.com</u>>

Cc: Eady, Jordan <<u>Jordan.Eady@dot.state.fl.us</u>>; Corbitt, Ray <<u>Ray.Corbitt@dot.state.fl.us</u>> Subject: RE: Public At-Grade Crossing #339942T

EXTERNAL SENDER: Use caution with links and attachments.

FGA is willing to support the closure of this crossing. I will work on filling out the closure application.

Thank you,

Jon Ripstein Senior Project Manager Florida Gulf and Atlantic Railroad, LLC Tallahassee, FL Cell: 229-425-8303 Fax: 850-318-8944 Email: jt.ripstein@fgarailroad.com



A railroad of:





This email transmission and any accompanying attachments may contain Florida Gulf and Atlantic Railroad (FGA) privileged and confidential information intended only for the use of the intended addressee. Any dissemination, distribution, copying or action taken in reliance on the contents of this email by anyone other than the intended recipient is strictly prohibited. If you have received this email in error please immediately delete it and notify sender at the above FGA email address. Sender and FGA accept no liability for any damage caused directly or indirectly by receipt of this email.

This email may contain confidential information of the sending organization. Any unauthorized or improper disclosure, copying, distribution, or use of the contents of this email and attached document(s) is prohibited. The information contained in this email and attached documents is intended only for the personal and confidential use of the recipient(s) named above. If you have received this communication in error, please notify the sender immediately by email and destroy the original and all copies of this email and attached document(s).

TERMS

Applicant is any person, group, railroad, governmental entity or neighborhood association.

Application is a Railroad Grade Crossing Application Form 725-090-66 to open or close a public at-grade crossing.

Public railroad-highway grade crossing is a location at which a railroad track is crossed at grade by a public road.

Stipulation of Parties is a voluntary agreement between FDOT, a railroad, a governmental entity and other parties. The stipulation establishes the responsibilities and actions of each party and permits the opening or closure.

Notice of Intent is FDOT's recommendation to permit or deny the applicant's request. It is based upon an analysis of the request and Rule 14-57.012, Florida Administrative Code criteria, impacts and relevant facts.

Administrative Hearing is a hearing based on Section 120, Florida Statutes, in which an administrative law judge hears testimony and argument on all issues involved.

Recommended Order is entered by the administrative law judge, following the hearing, which supports or denies the opening or closure.

Final Order is issued by the FDOT Secretary. It may be an adoption of the Recommended Order or may overrule the order, authorizing or denying the applicant's request.

Department-Owned Active Rail Corridor means

a Department-owned lineal property acquired from a railroad that is operational for the use of rail transportation, such as the South Florida Rail Corridor (Tri-Rail) and the Central Florida Rail Corridor (SunRail). To enhance transportation facilities and services, and protect the safety of the traveling public, the Department prohibits all new at-grade rail crossings on Department-owned active rail corridors.

STAKEHOLDERS

- State Government Agencies
- City/County Planning Departments
- City/County Traffic Operations
- Municipal Planning Organizations
- Railroad Companies
- Neighborhood Organizations
- Industrial Parks
- Design Consultants and Developers



For more information on the FDOT Public Railroad-Highway Crossings Opening and Closure Program

Florida Department of Transportation Freight & Rail Office (FRO)

Location: 605 Suwannee Street, Mail Station Tallahassee, FL 32399-0450		
Phone:	850-414-4528	
Fax:	850-414-4508	

Email: ocp@dot.state.fl.us

For applications:

www.fdot.gov/rail/programs/opening-closure



ROAD

TRACKS



The Florida Department of Transportation (FDOT) has regulatory authority over all public railroad-highway grade crossings in the state, including the authority to issue permits which shall be required prior to the opening and closing of such crossings.

(based on 335.141, Florida Statutes)

o Railroads

 Individuals or neighborhood organizations that may be impacted by the closure

Applications for a public rail grade crossing

• A government body entity that has jurisdiction

• Railroads operating trains through the crossing

Applications for a public rail grade crossing

opening can only be submitted by:

over the public street or highway.

closure can only be submitted by:

• Jurisdictional governments

In considering an application for a crossing permit, the following criteria will apply:

Safety

FACTS

- Necessity for rail and vehicle traffic
- Alternate routes
- Effect on rail operations and expenses
- Closure of one or more public railroad-highway crossing to offset opening a new crossing
- Design of the grade crossing and road approaches
- Presence of multiple tracks and their effect upon railroad and highway operations
- When the estimated highway traffic is 30,000 vehicles or more a day across main line tracks, an engineering and benefit-cost analysis must be performed by the applicant to determine if a grade separation is warranted

Costs:

The expense of crossing closures or openings will be the responsibility of the applicant, unless otherwise negotiated and accepted by all parties.

Rail Corridor Crossing Permits:

New rail corridor crossing permits for public or private roadways are prohibited on active rail corridors. The issuance of a rail corridor crossing permit on a Department-owned inactive rail corridor does not create a property right or vested interest in a rail corridor crossing and such permit is revocable in accordance with the provisions of Rule Chapter 14-57. Potential applicants are encouraged to contact the Department Central Rail Office to inquire as to the feasibility of a proposed rail corridor crossing before submitting an application.

STEPS After Submitting Application:

- FDOT reviews the application Section H, Item 12. necessary information is provided and crossing is a public, at-grade rail crossing.
- 🔁 FDOT acknowledges receipt and seeks a response to the application from all affected parties.
- 🚯 If the application meets Rule 14-57.012, Florida Administrative Code criteria, and is agreed upon by all parties, FDOT will draft a Stipulation of Parties. This agreement outlines each party's responsibilities. The execution of the Stipulation of Parties serves as a Final Order and permit to open or close the crossing.
- 7 Following the execution of the Stipulation of Parties, a Crossing Inventory Form is submitted to the Federal Railroad Administration and crossing data is entered into the FDOT Railroad Highway Crossing Inventory.
- 🚯 If the parties cannot agree through a Stipulation of Parties, FDOT will issue a Notice of Intent to permit or deny the opening or closure of the crossing.
- 🚯 The Notice of Administrative Hearing Rights is submitted to all parties with the Notice of Intent, allowing 21 days in which to request an administrative hearing.
- Acceptance of the Notice of Intent by all parties, or failure to file a request for a hearing in accordance with Chapter 120.57. Florida Statues. by the petitioning party will result in the execution and distribution of a Final Order by FDOT.
- If an administrative hearing is requested within 21 days, FDOT will refer the petition to the Division of Administrative Hearings for scheduling.
- 🐴 An Administrative Law Judge conducts a hearing and issues a Recommended Order.
- The A Final Order is then executed by the FDOT Secretary.
- The Following completion of the opening or closure, the Freight and Rail Office (FRO) will inspect the site for compliance with Department's standards.
- 12 Following project completion, a US DOT Crossing Inventory Form is created by the FRO a nd submitted to the Federal Railroad Administration. Crossing data is entere the Department *RHCI by FRO and the 338 Rail Coordinator is notified of an update.

*Rail Highway Crossing Inventory (RHCI)

14-57.012 Public Railroad-Highway Grade Crossings - Opening and Closure.

(1) Purpose. To establish standards for the opening and closing of public railroad-highway grade crossings. The objectives of these uniform standards will be to reduce the accident/incident frequency and severity at public railroad-highway grade crossings, and improve rail and motor vehicle operating efficiency.

(2) Opening and Closing Public Railroad-Highway Grade Crossings. The Department will accept applications for the opening and closing of public railroad-highway grade crossings from the governmental entity that has jurisdiction over the public street or highway; any railroad operating trains through the crossing; or any other applicant that has an agreement with a governmental entity to assume jurisdiction as a public crossing. Closure applications will also be accepted from individual citizens or groups, such as neighborhood associations. Opening and closure of public railroad-highway grade crossings shall be based upon Notices of Intent issued by the Department, Final Orders of the Department following administrative hearings conducted pursuant to Chapter 120, F.S., or upon a Stipulation of Parties. The burden of proof for the opening or closing of a crossing is on the applicant. A Final Order or a Stipulation of Parties concludes the application process. If the preliminary review of the application does not support the crossing opening or closure, or the application does not demonstrate a material change of circumstances has occurred at the crossing since the execution of a Final Order or a Stipulation of Parties, the applicant will be advised of these findings. The applicant may choose to withdraw the application or continue the process. If withdrawn, the process is concluded. An applicant may suspend an application at any time. If the applicant chooses to pursue the opening or closure of the public railroad-highway crossing, the railroad and governmental entity having jurisdiction at the location will be notified and provided a copy of the application. The governmental entity should provide a public forum for community involvement and contact affected individuals or groups to obtain input on impacts to the community. The expense of crossing closures or openings, which shall include installation, maintenance, and replacement of grade crossing traffic control devices and grade crossing surfaces, will be the responsibility of the applicant, unless otherwise negotiated and accepted by all parties. Unless otherwise provided in the Stipulation of Parties or Final Order, if a permitted public railroad-highway grade crossing has not been installed, inspected, approved, and opened for transportation within five (5) years of the date of execution of the Stipulation of Parties or issuance of the Final Order, the permit will be deemed expired. The expiration of the permit to open a new public crossing does not restrict the applicant from submitting future applications for the subject public railroad-highway grade crossing or other public railroad-highway grade crossing openings or closures.

(a) Opening of Public Railroad-Highway Grade Crossings. In considering an application to open a public railroad-highway grade crossing, the following criteria will apply:

1. Safety.

2. Necessity for rail and vehicle traffic.

3. Alternate routes.

4. Effect on rail operations and expenses.

5. Closure of one or more public railroad-highway grade crossings to offset opening a new crossing.

6. Design of the grade crossing and road approaches.

7. Presence of multiple tracks and their effect upon railroad and highway operations.

8. When the estimated highway traffic is 30,000 vehicles or more a day across main line tracks, an engineering and benefit-cost analysis must be performed by the applicant to determine if a grade separation is warranted.

(b) Conversion of Crossings. Conversion of private railroad-highway grade crossings to public use constitutes opening a new public crossing, and shall meet the same requirements.

(c) Active grade crossing traffic control devices meeting the criteria set forth in Rule 14-57.013, F.A.C., are required at all new public railroad-highway grade crossings.

(d) Closure of Public Railroad-Highway Grade Crossings. In considering an application to close a public railroad-highway grade crossing, the following criteria will apply:

1. Safety.

2. Necessity for rail and vehicle traffic.

3. Alternate routes.

4. Effect on rail operations and expenses.

5. Excessive restriction to emergency type vehicles resulting from closure.

6. Design of the grade crossing and road approaches.

7. Presence of multiple tracks and their effect upon railroad and highway operations.

(e) Closure of Public Railroad-Highway Grade Crossings by the Department. The Department will initiate and maintain a crossing consolidation and closure program based on analysis of engineering and safety factors, and impact on operating efficiency to vehicle and rail traffic. Governmental entities will be notified of potential closures for review and recommendation. Closures by the Department will be considered based upon following:

1. Systems or Corridor Approach. Review of crossings on a specific corridor by railroads, cooperative teams (railroads, state, governmental entity), or state rail personnel, to determine redundant or unused crossings that are viable candidates for closure.

2. Diagnostic Team Safety Review. Diagnostic teams review and recommend crossing candidates for closure on a rail corridor, based on overall safety index, specific hazards, or response to a serious accident(s)/incident(s).

3. Rail Changes, Construction, or Improvement Impacts. Crossing closure candidates may result from track rehabilitation, new highway or railroad construction, adjacent crossing improvements or signalization, and changes in passenger or freight service.

4. Individual Recommendations: Recommendations for closure may be submitted by federal or state Safety Inspectors, Operation Lifesaver volunteers, Railroad Safety Committees, neighborhood associations, or other persons.

Rulemaking Authority 334.044(2) FS. Law Implemented 335.141, 341.302(10) FS. History–New 3-16-03, Amended 11-13-06, 10-9-11, 7-30-13.

You are invited to a Zoom webinar. When: March 12, 2024 5:00 PM Central Time (US and Canada) Topic: City Council Meeting

Please click the link below to join the webinar: https://us02web.zoom.us/j/87006622924

Or One tap mobile : +13052241968,,87006622924# US +13092053325,,87006622924# US

Or Telephone:

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

+1 305 224 1968 US +1 309 205 3325 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) +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 669 444 9171 US +1 669 900 9128 US (San Jose) +1 689 278 1000 US

Webinar ID: 870 0662 2924