

City of Chipley City Council Meeting February 13, 2024 at 6:00 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 January 4, 2024
- 2. Regular Council Meeting January 11, 2024
- 3. Special Council Meeting January 23, 2024

F. PRESENTATIONS

- 1. Proclamation Recognition of Kenneth Rustin for 50 Years as a Volunteer Fireman
- 2. Proclamation 211 Day 2024

G. 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

H. AGENDA ITEMS

- 1. Ordinance No. 981 (First Reading) Amendment to the Future Land Use Map Annexation
- 2. Ordinance No. 982 (First Reading) Amendment to the Future Land Use Map Annexation
- 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
- 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
- 11. Mongoven Building Demolition Contract Break-N-Ground, LLC
- 12. Resolution No. 24-17 Amendment to Purchasing Policy (Moved to Consent Agenda)
- 13. Special Event Application Thursday Night Lights (Moved to Consent Agenda)

I. OTHER BUSINESS

J. ADJOURN

- K. ZOOM
 - 1. ZOOM Information

City of Chipley Council Workshop Minutes January 4, 2024 at 5:00 p.m.

<u>Attendees:</u> Ms. Tracy Andrews, Mayor Mrs. Linda Cain, Council Member

Mr. Kevin Russell, Mayor Pro-Tem Ms. Cheryl McCall, Council Member

Absent:

Mrs. Michelle Jordan, City Attonrey

Others Present Were:

Mrs. Patrice Tanner, Asst. City Admin./City Clerk Mr. Scott Thompson, Police Chief Mr. Guy Lane, Public Works Director Mrs. Tamara Donjuan, Planning/Code Enf. Officer Ms. Sherry Snell, Administrative Assistant 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 #8 Letter – Kristin Martin.

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 Meeting – December 12, 2023.

F. DEPARTMENT REPORTS

Community Redevelopment Agency (CRA) – Michael Maxwell. Mr. Maxwell explained he had spoken to Mr. Aycock about color coding the fire hydrants. Mr. Aycock stated they were in the process of having the hydrants tested. Discussion ensued.

Fire Department – Hunter Aycock. Chief Aycock explained they have been busy and are in the process of testing hydrants so they can color code them based on the volume of flow which would take a couple of months. Ms. McCall asked if any grants were applied for. Mr. Aycock stated there were 4-5 this year and another one in July. He stated there is a HUD grant but not sure if they would be eligible and Mrs. Tanner is looking into that. Mrs. Tanner stated that a 50/50 Forestry grant was received. Mr. Aycock stated they can apply again but it's only for certain items. Discussion ensued.

Code Enforcement – Tamara Donjuan. Mrs. Donjuan explained it was a little slow in December due to no grass violations. She stated there was no special magistrate meeting and we are waiting on surplus from 589 Main Street. Council Member McCall stated a spring clean-up sign was left at Coggin and Hwy 77. Council Member Russell stated 1278 Holley had a tree on it. Mrs. Donjuan stated she had met with the city attorney last week going over cases and it is in litigation. Mayor Andrews stated at 771 Pecan St., the lady was in the hospital right now but has someone working on it. Council Member Russell asked how long before liens are issued. Mrs. Donjuan stated 90 days then it goes to the attorney to do title work and then it moves forward. Discussion ensued.

Planning & Zoning – Tamara Donjuan. Mrs. Donjuan explained it has been pretty active but slower than normal. Council Member Russell stated he saw movement on the construction at Beef O'Bradys. No further discussion.

Police Department – Scott Thompson. Chief Thompson explained they have been busy. Council Member Russell asked if there were any issues at New Years. Chief Thompson said there were no issues. Council Member McCall stated the north side of town was very happy to have more patrol. Mayor Andrews stated on Saturday before Christmas there were gunshots. Chief Thompson stated they were located in the county. Discussion ensued.

Public Works – Guy Lane. Mr. Lane gave a map to council showing the area where the Garden Club would like to plant a tree at the Farmer's Market where it will not interfere with anything. Mrs. Tanner stated council could vote on that Tuesday night. Mr. Lane explained that on the 22nd the railroad will be redoing crossings two at a time and will have those intersections shut down for five days. He stated he had done the detours and given to Chief Thompson to approve. Council Member Russell stated the rubber matting at the playground equipment at Shivers Park was breaking and causing children to trip. Council Member McCall asked about the gap in the sidewalk between the new Dollar General on 2nd Street and Hwy 90. Mr. Lane stated he would look into that. Ms. McCall also stated there were some stumps left at Toby Hodges home at Holley and 2nd Street. Mr. Lane said he would touch base with Mr. Hodges. Discussion ensued.

Recreation – Mrs. Tanner stated Mr. Tate was sick and could not be here and Mr. Pippin had basketball evaluations tonight. She stated there were 152 participants sign up for basketball. Council Member Russell asked if there was a demo quote on the building at the music park. Mrs. Tanner stated it was not budgeted for but we could do it with the other buildings all at one time if council would like. Council Member Cain asked Mrs. Tanner to see if she could come up with the money. Discussion ensued.

Water Utilities – Jimmy Cook. Mr. Cook explained they had problems with a small main on 7th St. but it has been overcome. Council Member Cain asked about manholes on South Blvd. Mr. Lane stated the east side to Hwy 77 is complete, but the rest is not. Discussion ensued.

Finance – Patrice Tanner. Mrs. Tanner explained there were a few things not on the list. She stated the Annexation local bill process, Mr. Miner had been working with the attorney and she is out of town but she would talk with her on Monday; Election referendum – There is no information from the attorney yet regarding changing the terms from 2 to 4 years. The attorney was going to research and she will follow up with her on Monday to see if the citizens petition or if council can change it; GPS Vehicle System – I am checking with surrounding areas looking into what they have but there are so many different options. Council Member Cain asked who would look at it and how often. Mrs. Tanner stated it will track speed, location and so much more. Council Member Russell stated someone can lie on paper, but the department head could look at the GPS system. Mrs. Tanner added that it could be reviewed monthly or if there is an issue that needs to be looked into and that the Police Department could also use it. She stated it would be up to Council if they wanted paper or GPS. Mayor Andrews stated GPS would be best. Mrs. Tanner stated she would bring more info to Council in February. ID Badges - I have talked with Chief Thompson about the cards he orders from a vendor and they look more professional. That way we would not have to purchase an expensive system and just order from the same vendor. We could also purchase an inexpensive card maker for new employees so we could make them immediately in case of emergencies. My concern is getting a system so we can do them immediately; Mayor Andrews asked for a Kiosk update – Mrs. Tanner stated there were only 1 or 2 companies in the beginning but now there are so many vendors that have them in a vast range of prices. She stated she is researching to make the best decision. Council Member Russell stated he would like a top 3 by March. Discussion ensued.

Administration – Patrice Tanner. Mrs. Tanner explained she had changed the entire report to hopefully make it easier to read. Chipley Downtown Redevelopment Plan - We have the agreement on the agenda for approval on Tuesday. Chipley Stormwater Drainage Study - This funding will be used to do a city-wide drainage study and develop a Preliminary Engineering Report (PER) to include recommended mitigation actions, preliminary plans and proposed mitigation activity project costs. We are currently waiting on an extension through May 2024. The hold up is on their end. Council Member McCall asked if this would include Gilbert Acres. Mrs. Tanner stated it was city-wide. Mr. Lane stated he had asked the engineers to make sure they look at that area; Chipley WW Effluent Disposal Project – This is complete and they are doing the last items on the punchlist. Close out will be on time by 2/15/2024; Fire Equipment Purchase – This funding will be used to purchase five (5) Self Contained Breathing Apparatus for the Fire Department in the amount of \$47,235.30 from Ten-8 Fire Equipment. The equipment has been received and we are now working on submitting a request for reimbursement to the State and closing the grant; Historical Society Museum – This is in the planning phase. We are working with the state to get the agreement approved and we hope to get it back for Tuesday night; First Responder Emergency Equipment – This will be used to purchase a Freightliner 1,250 gallon Tanker Truck along with nine (9) SCBA Packs, twenty (20) SCBA Cylinders, nine (9) SCBA Facepieces, one (1) Charging Station, and six (6) Battery Packs. The tanker truck has been ordered and has an estimated arrival date of mid 2025 and all of the equipment has been ordered and received; Purchase of Fire Equipment – This funding will be used to purchase two (2) sets of bunker gear. The equipment has been received and we are now working on submitting a request for reimbursement to the State and closing the grant; Chipley Lead Service Line Repair – The funding was submitted to DEP for approval in the amount of \$815,000.00. Falling Waters State Park Water & Sewer Project – This was not funded; Old Chipley City Hall - Phase II - We received an email that they are reviewing so there is a good possibility that we may get it; Brickyard Road Sewer Improvements Project – This project was not approved for funding. Council Member Russell asked if we could apply again. Mrs. Tanner stated yes and there are also other routes we can go for funding; 2023 Bulletproof Vest Program – This was approved and we apply every year; Chipley Lift Station Generators Project – We are still moving forward and getting the generators in June; NW Stormwater System Restoration – This funding will be used to clean, reshape and stabilize ditches, construct new lateral outfall ditches, and expand existing cross drains in the NE section of the City. This will include new culverts and a major box culvert at Griffin Road. Project locations will be on or near the following: west of Griffin Road, Griffin Road, North and South Railroad Avenue, Old Bonifay Road, the corner of North Railroad

Avenue and Rusting Drive, 1st Street, Watts Avenue, 2nd Street and Glenwood Avenue. This project is currently in the surveying and design phase; City Hall Generator – Wheeler applied in August so hopefully we will know soon; Chipley Fire Truck and Equipment – Chief Aycock gave an update that the truck has been ordered and is expected to be received between March and June 2024. The equipment for the pumper has been ordered and received; Chipley Mongoven Building - The bid is on the agenda for Tuesday night and John Udochi is here if you have any questions; Chipley Peach Street Lift Station – This project is currently in the environmental review phase with the Department of Commerce working on grant administration with Fred Fox Enterprises and Mott MacDonald; Citywide Flooding Resiliency Improvements – This funding will be used to clean, reshape and stabilize existing ditches, construct new lateral outfall ditches; restore and expand existing cross drains to ensure proper conveyance to the stormwater management facility. This project is currently in the surveying phase; 2023 Reconnecting Communities Improvement Project - This project has been pushed to April; Public Works Building Solar Panel Project - This is for solar panels on the roof. Due to constraints of the grant requiring 100% to be done by 9/30/2024and no extensions possible, we didn't have time to redesign. Mr. Lane stated a structural engineer had approved the installation on the roof. Council Member McCall asked if our insurance would cover it. Mrs. Tanner stated she would check on that; Communications Tower – This funding will provide a new Communications Tower for the city. The project was advertised for bids and Council approved Sabre Communications to construct the new tower. The Environmental Surveys & Studies and the Geotechnical Report have been completed. We are looking at an estimated construction start date of March/April 2024. Council Member Russell asked how long to build. Chief Thompson stated about three weeks; 2023 PHSMA Infrastructure Grant - This funding was applied for in August 2023. We are waiting on approval; Washington County Industrial Park Project – This is ongoing; Voluntary Annexation Project – There are 2 parcels that have agreed. We will have ordinances for the first reading in February; Council Chambers Audio/Visual/Livestream Upgrade - I met with one vendor today to get an updated quote and there is one other vendor. What we are looking at is a ty on the left, right and back wall to also be utilized for presentations and other equipment. The current sound system equipment will be moved into the closet and the livestream equipment will be placed at that location. There will also be a large ty in the lobby along with sound panels. During the day it can be used for other information. Hopefully this can be done by March. There will be hanging microphones and small ones on the counter. Discussion ensued.

Council Member McCall stated there was a Farmer's Market complaint about spots at the Christmas Festival. Mrs. Tanner stated there are temporary signs at the Farmer's Market. She added that Mr. Miner had talked with Mr. Lunsford previously and she will look at it to see how it can run smoother. No further discussion.

G. PRESENTATIONS

- 1. Presentation of Chipley Christmas House Decoration Awards (Council Meeting only)
- 2. Presentation of the Christmas Parade Awards (Council Meeting only)

H. CONSENT AGENDA

I. AGENDA ITEMS

1. Ordinance No. 980 (Public Hearing) – Amendment to Chapter 2 – Administration. Mrs. Tanner explained this would include additional staff and separation of duties. This will allow for the City Clerk position and the Finance Director position to be two separate positions, which will allow for long-term success for the City's Administration. Mrs. Tanner read Ordinance No. 980 by title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

CHIPLEY, **FLORIDA** AMENDING **CHAPTER** 2, **ADMINISTRATION,** ARTICLE III. **OFFICERS** AND **EMPLOYEES: AND ARTICLE IV. FINANCES OF THE CODE OF ORDINANCES:** PROVIDING FOR **SEVERABILITY:** PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN **EFFECTIVE DATE.**

Mrs. Tanner stated the final reading would be on Tuesday night. No further discussion.

- 2. Resolution No. 24-12 Florida Division of Emergency Management Hazard Mitigation Grant Program- Lift Station Generator Project Agreement Modification. Mrs. Tanner explained this will approve the extension of the agreement to July 31. 2024. No further discussion.
- **3. Resolution No. 24-13** Florida Department of Commerce Community Planning Technical Assistance Grant Agreement. Mrs. Tanner stated this will approve the grant agreement to prepare a Downtown Redevelopment Master Plan for the CRA District in the amount of \$50,000. No further discussion.
- 4. Resolution No. 24-14 Fiscal Year 2023-2024 Budget Amendment No. 1. Mrs. Tanner explained this will increase the Fiscal Year 2023-2024 Budget by \$360,349.00. She stated this includes \$200,000.00 for the solar power grant for public works; \$10,247.00 for the Firehouse Subs grant for bunker gear extractor equipment; \$50,000.00 for the Downtown Master Plan; \$5,364.00 for Donations and transfers for the Fire Department; \$507.00 for Housing Authority overtime reimbursement for the Police Department and \$47,236.00 for the Volunteer Fire Assistance Grant for the Fire Department. No further discussion.
- 5. Award of Bid for Mongoven Building Demolition Break-N-Ground, LLC. Mr. John Udochi, Melvin Engineering, stated that four bids were received, and the lowest bid was Break-N-Ground. He stated they had checked their references and feel comfortable making a recommendation. He added the next step would be a pre-construction meeting that would include the contractor, FDOT and Public Works. He stated at this meeting the contractor would give a schedule for the work, then a second pre-construction meeting would be held that would include the adjacent business owners. Council Member Russell asked if there was a way to get the bricks for any citizens that might want one for keepsake. He asked if they could be placed at the Public Works facility. Mr. Udochi stated he would ask them to neatly stack them at that location. Mr. Russell asked what the demo timeline and park project would be. Mr. Udochi stated by the end of August 2025. Discussion ensued.
- 6. Employee Classification Document Change. Mrs. Tanner explained this would approve a change in the employee classification document to include changing a full-time Park Attendant to a part-time Park Attendant position. No further discussion.
- 7. Special Event Application Rogers Insurance Agency, Inc. Mrs. Tanner explained that Rogers Insurance Agency would like to hold a 50th Anniversary Jubilee at the Farmer's Market and Gazebo on Friday, April 19, 2024, from 5:00 p.m. to 7:00 p.m. Mr. Ricky Miller stated he had been there 40 out of those 50 years. Mr. Miller asked if there were any fees. Mayor Andrews stated he should contact Mrs. Tanner for further information. No further discussion.
- 8. Letter Kristin Martin. Mayor Andrews stated the letter is Mrs. Martin's resignation and will be voted on Tuesday. No further discussion.

J. OTHER BUSINESS

Council Member McCall stated there were problems with the Christmas Festival and we need to meet with Heather Lopez. Mayor Andrews stated they are meeting about those matters. No further discussion.

Council Member Russell thanked Mrs. Tanner for her monthly report being more detailed. No further discussion.

K. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:15 p.m.

City of Chipley Tracy L. Andrews, Mayor Attest: Patrice A. Tanner, Assistant City Administrator/City Clerk

City of Chipley Council Meeting Minutes January 11, 2024 at 6:00 p.m.

Attendees: Ms. Tracy Andrews, Mayor Ms. Cheryl McCall, Council Member

Mrs. Linda Cain, Council Member

Absent:

Mr. Kevin Russell, Mayor Pro-Tem

Others Present Were:

Mrs. Patrice Tanner, City Administrator Ms. Sherry Snell, Administrative Assistant Mrs. Michelle Jordan, City Attorney

Mr. Scott Thompson, Police Chief

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 Cain and Mayor Andrews led the pledge to the American Flag.

C. APPROVAL OF AGENDA

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

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.

Michelle Suggs – 589 Main Street. Mrs. Suggs asked about the status of her request Attorney Jordan was checking into. Mrs. Tanner stated Attorney Jordan had notified her that there was nothing to do on this case until the March agenda. The timeline of 120 days would end around February 17th and at that time we will know if there are any other claimants filing against the surplus. No further

discussion.

E. **APPROVAL OF MINUTES**

1. Regular Council Meeting – December 12, 2023.

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

F. PRESENTATIONS

- 1 Retirement Recognition for Floyd Aycock. Mayor Andrews and the City Council presented Mr. Aycock with a retirement plaque for 33 years of dedicated service with the City.
- 2. Presentation of the Chipley Christmas House Decoration Awards. Mayor Andrews and the City Council presented plaques to the Christmas House Decoration Award Winners as follows:

Charles & Susan Munns - 1246 Woodrow Avenue Krista Bowman - 754 West Boulevard Paul Rilev #allforPaul – 863 Earl Street Edgar & Tamara Donjuan – 769 3rd Street Thomas & Amanda Hall – 764 3rd Street

Mayor Andrews read the plaque as follows: Your "Chipley Pride" shows by the appearance of your Christmas decorations. The care you devoted to your grounds not only makes your neighborhood look good, but it inspires others to follow. We commend you for showing your Christmas spirit in helping make Chipley a nicer more attractive place in which to live.

The Mayor and Council thanked each of the award winners. No further discussion.

3. Presentation of the Christmas Parade Awards. Mrs. Heather Lopez presented trophies to the winners of the parade floats as follows:

> 3rd Place – Washington County Christian School 2nd Place – Poplar Springs Queens

1st Place – Walmart of Chipley

G. **CONSENT AGENDA**

H. AGENDA ITEMS

1. Ordinance No. 980 (Public Hearing) – Amendment to Chapter 2 – Administration. Mayor Andrews closed the regular meeting and opened the public hearing at 6:18 p.m. Mrs. Tanner explained this would include additional staff and separation of duties. This will allow for the City Clerk position and the Finance Director position to be two separate positions, which will allow for long-term success for the City's Administration. Mrs. Tanner read Ordinance No. 980 by title:

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AMENDING CHAPTER 2. **ADMINISTRATION,** ARTICLE III. **OFFICERS** AND **EMPLOYEES; AND ARTICLE IV. FINANCES OF THE CODE OF ORDINANCES;** PROVIDING FOR **SEVERABILITY:** PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN **EFFECTIVE DATE.**

Mrs. Tanner stated official notice to advise the public that the proposed adoption of Ordinance No. 980 was published in the Washington County News on December 27, 2023 and the ad complied with the legal requirements of the city code and the Florida Statutes.

There were no comments.

Mayor Andrews closed the public hearing and opened the regular meeting at 6:20 p.m. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the final reading of Ordinance No. 980. The motion passed unanimously.

Ms. McCall asked when the positions would be advertised. Mrs. Tanner stated they would start this month.

2. Resolution No. 24-12 – Florida Division of Emergency Management Hazard Mitigation Grant Program- Lift Station Generator Project – Agreement Modification. Mrs. Tanner explained this will approve the extension of the agreement to July 31. 2024. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve Resolution No. 24-12. The motion passed unanimously.

3. Resolution No. 24-13 – Florida Department of Commerce Community Planning Technical Assistance Grant Agreement. Mrs. Tanner explained this will approve the grant agreement to prepare a Downtown Redevelopment Master Plan for the CRA District in the amount of \$50,000. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve Resolution No. 24-13. The motion passed unanimously.

4. Resolution No. 24-14 – Fiscal Year 2023-2024 Budget Amendment No. 1. Mrs. Tanner explained this will increase the Fiscal Year 2023-2024 Budget by \$360,349.00. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve Resolution No. 24-14. The motion passed unanimously.

5. Award of Bid for Mongoven Building Demolition – Break-N-Ground, LLC. Mrs. Tanner explained this will award the Mongoven Building Demolition Bid to Break-N-Ground, LLC in the amount of \$273,500.00. There were four bids submitted and Break-N-Ground was the lowest responsive bid. The documents have been submitted to Florida Commerce for approval. The engineer was present at the workshop and they are recommending approval. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the Award of Bid for the Mongoven Building Demolition to Break-N-Ground, LLC in the amount of \$273,500.00, pending Florida Commerce approval. The motion passed unanimously.

6. Employee Classification Document – Change. Mrs. Tanner explained this would approve a change in the employee classification document to include changing a full-time Park Attendant to a part-time Park Attendant that will be advertised this month. No further

discussion.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the change to the Employee Classification Document. The motion passed unanimously.

 Special Event Application – Rogers Insurance Agency, Inc. Mrs. Tanner explained that Rogers Insurance Agency would like to hold a 50th Anniversary Jubilee at the Farmer's Market and Gazebo on Friday, April 19, 2024 from 5:00 p.m. to 7:00 p.m. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the Special Event Application for Rogers Insurance Agency 50th Anniversary Jubilee. The motion passed unanimously.

8. Letter of Resignation – Kristin Martin. Mayor Andrews read the letter from Mrs. Martin. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the Letter of Resignation from Kristin Martin effective December 30, 2023. The motion passed unanimously.

9. Garden Club of Chipley – Arbor Day Tree Planting. Mrs. Tanner explained there is a map showing the location to be approved for the Garden Club of Chipley to plant a tree for Arbor Day at the Farmers Market. This will be in recognition of the 100th anniversary of the Florida Foundation of the Chipley Garden Club. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the location of the Arbor Day Tree Planting at the Farmers Market. The motion passed unanimously.

10. Division of Historical Resources Grant – Historical Society – Proposal for Engineering Services – Baker Design Build. Mrs. Tanner explained this proposal is for restoration and repair as well as developing a plan to expand the internal square footage of the structure. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the Division of Historical Resources Grant – Historical Society – Proposal for Engineering Services to Baker Design Build in the amount of \$50,000.00. The motion passed unanimously.

11. Special Event Application – Community Easter Egg Hunt. Mrs. Tanner explained the Community Easter Egg Hunt will be held on Wednesday, March 27, 2024 from 5:30 p.m. to 6:30 p.m. at Shiver's Park.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the Special Event Application. The motion passed unanimously.

I. OTHER MATTERS

Mrs. Tanner stated a notice has been posted on Facebook and the website for debris pickup from January 16-25. Citizens will be able to place debris out by the road for pickup during this time. This information was also emailed to the Council.

Mrs. Tanner stated everything city related was taken care of from the storm except one guardrail that needs welding. Mrs. Cain stated the employees reacted quick after the storm and did a great job. Ms. McCall asked about a tree on N 3rd Street and the cemetery flag being torn up during the storm. Mrs. Tanner stated she would check on these items. No further discussion.

Mrs. Tanner stated she had checked with the insurance company about the solar panels at Public Works and they do not have a problem with the panels being placed on the roof. We will add the cost of the panels to the amount of coverage for the building so they will also be covered. No further discussion.

Mrs. Tanner stated the Farmer's Market rental issues are being looked into further and when the citizens come in to rent a space we will give more detail and stress this is only for the Farmer's Market hours and they must go through the special event coordinator for other events. She added that we are also working on signs at the Farmers Market. No further discussion.

Mrs. Tanner asked about the consent agenda and how council would like to handle that. She stated we can move items to the consent agenda after the workshop when we see there is no concerns with an item. Mayor Andrews stated that's the way she would prefer it to be done. No further discussion.

Mrs. Tanner stated Brent Melvin was on the agenda but was removed due to his home being hit by a tornado. She read an email from Mr. Melvin regarding Hard Hats, Strong Minds which is a program for Suicide Awareness in the Construction Industry that will take place on February 15, 2023, at Rivertown Community Church in Marianna, FL. Mrs. Cain asked if city employees would be given a chance to attend. Mrs. Tanner stated she would notify department heads and employees would be allowed to attend. No further discussion.

Ms. McCall asked if anyone had complaints on the paving on South Boulevard. She asked if the city had any input on the project. Mrs. Tanner stated no, but she would reach out to Mr. Massey at the County regarding the matter. Discussion ensued.

Mayor Andrews reminded everyone of the MLK Day of Service Community Clean-Up to be held Saturday, January 13, 2024 starting at 9:00 a.m. and the MLK Parade on Monday, January 15, 2024 at 10:00 a.m.

J. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:43 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Patrice A. Tanner Assistant City Administrator

City of Chipley Special Council Meeting Minutes January 23, 2024 at 5:00 p.m.

Attendees:

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

Others Present Were

Mrs. Patrice Tanner, City Administrator Mr. Scott Thompson, Police Chief Mrs. Michelle Jordan, City Attorney (via Zoom)

Ms. Sherry Snell, City Clerk Mrs. Tamara Donjuan, Planning/Code Enf. Officer

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 Russell and Mayor Andrews led the pledge to the American Flag.
- C. Agenda Items.
 - 1. Chipley Communications Tower Change Order Sabre Industries. Mr. Scott Thompson explained that in the process of planning there was a requirement from the FAA for two lights on top of the tower instead of one. He stated this will put us in compliance with the FAA. The original bid only asked for one light on top of the tower. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the Chipley Communications Tower Change Order for Sabre Industries in the amount of \$7,891.00. The motion passed unanimously.

2. Chipley Communications Tower Site Lease Agreement – Community South Credit Union. Mr. Thompson explained the location for the tower on Community South Credit Union property had an easement in the past but due to the fact that it has been assigned its own address, the credit union requested a lease for property tax purposes. He stated the lease for the Chipley Communications Tower would be for a term of 99 years in the amount of \$1.00 for the entire term of the lease. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve the Chipley Communications Tower Site Lease Agreement with Community South Credit Union for 99 years in the amount of \$1.00 for the entire term of the lease. The motion passed unanimously.

3. Request for Development Order & Certificate of Appropriateness – 684 7th Street – Wolfpack Alliance, LLC. Mrs. Donjuan explained there are pictures in the packet along

with plans and a materials list. Mayor Andrews asked if Planning and Zoning had reviewed the request. Mrs. Donjuan stated they had met earlier today and approved it. Ms. McCall stated she had noticed no trees in the picnic area. Mr. Steven Storlie, Wolfpack Alliance, LLC, stated they were looking at sun sails possibly, but they wanted the sight lines open for a view of the park. He stated they would make it look nice and would have shade. Mr. Russell asked what the timeline was. Mr. Storlie stated they were ready to start now and hoping to be finished by the summer. He added they are trying to hire and buy local. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Request for Development Order and Certificate of Appropriateness for Wolfpack Alliance, LLC located at 684 7th Street, Chipley, FL. The motion passed unanimously.

4. Affirmation of City Clerk Position – Sherry Snell. Mrs. Tanner explained City Code states the City Administrator shall nominate a City Clerk for confirmation by the City Council and she is requesting the confirmation of Sherry Snell for the position. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the Affirmation of the City Clerk Position as Ms. Sherry Snell. The motion passed unanimously.

Mayor Andrews adjourned the meeting at 5:08 p.m.

City of Chipley

Tracy L. Andrews, Mayor

Attest:

Patrice A. Tanner, Assistant City Administrator/City Clerk



HONORING FIREFIGHTER KENNETH RUSTIN FOR 50 YEARS OF SERVICE TO THE CITY OF CHIPLEY AND ITS RESIDENTS

WHEREAS, Kenneth Rustin began serving the residents of the City of Chipley and the surrounding communities as a volunteer firefighter in 1974 as a member of the City of Chipley Volunteer Fire Department; and

WHEREAS, Kenneth has dedicated his life to the fire service and the protection of life and property from loss by fire and other emergency situations; and

WHEREAS, Kenneth is the second longest tenured member of the City of Chipley Fire Department providing fifty (50) years of distinguished service to the community as a volunteer firefighter; and

WHEREAS, Kenneth has responded to well over twelve thousand 12,000 calls during his tenure as a firefighter, thereby providing an enormous benefit to the City of Chipley and its residents; and

WHEREAS, during Kenneth's half century of exemplary service he has demonstrated the highest standards of ethics, and values; and

WHEREAS Kenneth's dedication, devotion and volunteerism are shining examples of community service and service to others; and

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, excessive training, courage, and selfless concern for the welfare of our citizens; and

WHEREAS, in addition to their daily duties, firefighters routinely put themselves in harm's way to serve our community; and

WHEREAS, the City of Chipley owes a tremendous debt to those who, on a continuing basis, protect the citizens and property of this city.

NOW THEREFORE BE IT PROCLAIMED, by the Mayor and City Council of the City of Chipley that today, February 13, 2024, is KENNETH RUSTIN VOLUNTEER FIREFIGHTER DAY and commend all who serve.

Tracy L. Andrews, Mayor

Attest:

Sherry Snell, City Clerk

211 Northwest Florida Proclamation – 211 Day 2024

WHEREAS, 211 Northwest Florida grew out of First Call for Help, and after Hurricane Ivan in 2004 gradually evolved into 211 Northwest Florida in 2010; and

WHEREAS, as of October 2022, 211 Northwest Florida added Okaloosa and Walton counties, now providing services to all 10 counties of Northwest Florida: Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington; and

WHEREAS, during the year 2023, 211 Northwest Florida answered 37,953 calls serving 69,233 human beings in our community; and

WHEREAS, from 2019 to 2023, 211 Northwest Florida served over 336,419 human beings in our community; and

WHEREAS, collectively the 211 network in the United States has responded to more than 18 million calls for help each year; and

WHEREAS, 211 Northwest Florida's caring and trained staff continue to be that beacon of hope providing crisis support and resources when people are overwhelmed and do not know where to turn, and 211 Northwest Florida is available with live help any time of the day or night, seven days a week; and

WHEREAS, 211 Northwest Florida's MYFLVET or Florida Veterans Support Line provides peerto-peer support, and helps veterans to readjust, providing linkage to services for veterans and their families, by a veteran; and

WHEREAS, 211 Northwest Florida joined the National Suicide Prevention Lifeline and the Florida 988 coalition in October 2022 to serve those experiencing a suicide or mental health crisis with confidential, anonymous, free phone-based access to brief crisis counseling, with connections to emergency services and more comprehensive community-based mental health and substance abuse services; and

WHEREAS, 211 Northwest Florida has one of the highest 988 calls answered rate in the state of Florida at 97 percent, greatly exceeding the state average.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, February 11, 2024, is 211 Awareness Day.

And urges all citizens to be aware that if they are overwhelmed and in crisis or just need to talk, 211 Northwest Florida is available any time, day or night, and that 211 Northwest Florida staff can provide referrals for mental health counseling, substance abuse, health care, employment, food assistance, daycare, support groups, volunteering, free income tax income preparation and much more.

By its Mayor, Tracy L. Andrews

Attest:

By the City Clerk, Sherry Snell

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Resolution No. 24-15 - Chipley Redevelopment Agency - Business Mentoring Program

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY Michael Maxwell, CRA Executive Director

SUMMARY

This resolution, if approved, will approve the adoption of a Business Mentoring Program to be administered by the City of Chipley Redevelopment Agency. The resolution includes program objectives, program funding to come from the Chipley Redevelopment Agency along with grants, partnerships and other means, and reporting obligations.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-15.

ATTACHMENTS

1. Resolution No. 24-15.

RESOLUTION NO. 24-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA. AUTHORIZING THE ADOPTION A BUSINESS OF MENTORING PROGRAM TO BE ADMINISTERED BY THE CHIPLEY REDEVELOPMENT **AGENCY**; PROVIDING FOR PROGRAM **OBJECTIVES; PROVIDING FOR A FUNDING SOURCE; PROVIDING OBLIGATIONS;** REPORTING AND **ESTABLISHING** FOR AN **EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Chipley recognizes the importance of fostering economic development and supporting local businesses within the community, particularly within the boundaries of the Chipley Redevelopment Agency ("CRA") District which includes downtown Chipley; and

WHEREAS, a Business Mentoring Program has been proposed by and approved by the Board of Commissioners of the Chipley CRA as an initiative to provide guidance, support, and mentorship to local entrepreneurs and businesses located within the CRA District; and

WHEREAS, the program aims to enhance the entrepreneurial ecosystem, encourage innovation, and contribute to the overall economic vitality of the City of Chipley, Florida; and

WHEREAS, collaboration between experienced business professionals and emerging entrepreneurs has proven to be an effective means of fostering business growth, sustainability, and success.

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

Section 1: Establishment of the Business Mentoring Program

The City Council hereby approves the establishment of a Business Mentoring Program within the jurisdiction of the Chipley CRA District. The program will be administered by the Chipley Redevelopment Agency which shall be responsible for its implementation, coordination, and management.

Section 2: Program Objectives

The objectives of the Business Mentoring Program shall include, but are not limited to:

- a. Providing mentorship and guidance to local entrepreneurs and businesses.
- b. Facilitating knowledge transfer and skill development.
- c. Fostering networking opportunities between mentors and mentees.

d. Enhancing the overall business environment and economic development in the City of Chipley, particularly in downtown Chipley.

Section 3: Program Funding

Funding for the Business Mentoring Program shall be allocated from Redevelopment Agency, and additional resources may be sought through grants, partnerships, and other means.

Section 4: Collaboration with Local Organizations

The City Council encourages collaboration with local business associations, chambers of commerce, educational institutions, and other relevant organizations to maximize the impact and reach of the Business Mentoring Program.

Section 5: Reporting

The Director of the Chipley Redevelopment Agency shall provide regular reports to the City Council on the progress, outcomes, and effectiveness of the Business Mentoring Program.

Section 6: Implementation

This resolution shall take effect immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida, this 13th day of February 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Resolution No. 24-16 - Chipley Redevelopment Agency – Budget Amendment

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution, if approved, will approve a budget amendment for the Chipley Redevelopment Agency for the Fiscal Year 2023-2024. The increase is from the Washington County Board of Commissioners from \$2,325 per month to \$3,824 per month to fund a part time administrative assistant.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-16.

ATTACHMENTS

- 1. Resolution No. 24-16.
- 2. Exhibit A.

A RESOLUTION FOR THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CHIPLEY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR 2023-2024.

WHEREAS, the Chipley Redevelopment Agency of Chipley, Florida has adopted a budget for the fiscal year 2023-2024; and

WHEREAS, it is necessary to make amendments to the 2023-2024 budget for approved revenues and expenditures as shown below and documented on Attachment A; and

WHEREAS, Section 166.241 (3), Florida Statutes requires that appropriations for said fiscal year be made for all expenditures and that appropriations not exceed revenues; and

WHEREAS, a final budget was approved by the Chipley Redevelopment Agency at a public hearing on August 15, 2023; and

WHEREAS, on January 16, 2024, the Board of Commissioners of the Chipley Redevelopment Agency approved an increase to the budget from \$2,325 per month to \$3,824 per month in order to fund a part time administrative assistant position; and

WHEREAS, the City of Chipley must budget all revenues received and not budgeted, and all expenditures incurred and approved but not budgeted.

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

1. The amendments as shown in this resolution are adopted, and hereby appropriated for the fiscal year 2023-2024.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 13th day of February, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

APPROVED AS TO LEGAL FORM:

Michelle Blankenship Jordan, City Attorney

CHIPLEY REDEVELOPMENT AGENCY FY 2024 BUDGET - AMENDED 01/16/2024

Beginning Balances (as of 7.17.2023)				
CRA Trust Fund	\$	113,411.70		
CRA Trust Escrow		223,253.22		
CRA Revolving Loan		75,100.98	-	
Total Funds on Hand (7.17.2023)			\$	411,765.90
Projected Income (2023-2024)				
City of Chipley	\$	108,765.22		
Washington County		132,072.05	-	
Total Income			\$	240,837.27
<u>Total Funds Available</u>			\$	652,603.17
Projected Expenses (as of 10/01/23)				
Administrative Contract	\$	45,888.00		
Legal		6,000.00		
Miscellaneous		4,000.00		
Annual Audit		3,500.00		
Training/Conferences		2,000.00	-	
Total Projected Expenses			\$	61,388.00
Total Funds Available for Projects			\$	591,215.17
Projected Project Expenses				
Marketing			\$	5,000.00
Building Exterior Improvement Grant (\$10,000x	12x2)			240,000.00
Building Interior Improvement Grant (\$12,000x6	5)			72,000.00
Exterior Infrastructure Improvement Grant (\$300)0x4)			12,000.00
Site Preparation Program Grant (\$3000x3)	ŗ			9,000.00
Residential Improvement Grant (\$7500x4)				30,000.00
Demolition Grant (\$30,000x2)				60,000.00
Revolving Loan Program (\$20,000x3)				60,000.00
Special Projects				103,215.17
			\$	591,215.17
Total Projected Project Expenses			\$	652,603.17
<u>Total Funds Available</u>				(0.00)
				<u> </u>

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Amendment to CRA Administration Agreement – Chipley Redevelopment Agency

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will amend the CRA Administration Contract for the Chamber by increasing the amount to \$3,824.00 per month to add staffing and administrative services.

RECOMMENDATION

City Staff recommend approval of the Amendment to the Agreement – Chipley Redevelopment Agency.

ATTACHMENTS

1. Amendment to CRA Administration Agreement.

AMENDMENT TO AGREEMENT BETWEEN CHIPLEY REDEVELOPMENT AGENCY AND THE WASHINGTON COUNTY CHAMBER OF COMMERCE

THIS AMENDMENT TO AGREEMENT is entered into by and between <u>CHIPLEY</u> <u>REDEVELOPMENT AGENCY</u>, hereinafter referred to as "CRA" and <u>THE WASHINGTON</u> <u>COUNTY CHAMBER OF COMMERCE</u>, hereinafter referred to as "CHAMBER."

WITNESSETH:

WHEREAS, the CRA and the Chamber entered into that Agreement dated October 1, 2023, for staffing and administrative services for the administration of the Chipley Community Redevelopment Plan; and

WHEREAS, subsequent consideration by the City Council of the City of Chipley and the CRA has determined that the additional funding is needed to support the retention of administrative support staff; and

WHEREAS, the parties desire to amend paragraph 3 of the original Agreement to provide for an increase in funding in order to support the retention of administrative support staff for the CRA and Chamber.

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the parties agree as follows:

1. Paragraph 3 shall be amended as follows (strikethrough shall mean deleted and underline shall mean added:

3. The CRA shall pay to the CHAMBER for services provided under this agreement the sum of TWO THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS AND 00/100 (\$2,325.00) per month.

<u>3. The CRA shall pay to the CHAMBER for services provided under this agreement the sum of THREE THOUSAND EIGHT HUNDRED AND TWENTY-FOUR DOLLARS AND 00/100 (\$3,824.00) per month.</u>

2. All other provisions of the Agreement shall remain binding and in effect.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to Agreement on the respective dates under each signature: Chipley Redevelopment Agency, through its Board of Commissioners, signing by and through its Chairperson, and The Washington County Chamber of Commerce, by its Chairperson.

Dated this _____day of February 2024.

CHIPLEY REDEVELOPMENT AGENCY

By: _____

Heather Lopez, CRA Chair

WASHINGTON COUNTY CHAMBER OF COMMERCE

By: _____

Cindy Birge, Chair

Michael D. Maxwell, Executive Director

Witness

ATTEST:

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Employee Classification Document – Change

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, Assistant City Administrator

SUMMARY

This will approve a change in the employee classification document to include changing a full-time Fireman position to a part-time Station Attendant.

RECOMMENDATION

City Staff recommend approval of Employee Classification Document change.

ATTACHMENTS

1. Employee Classification Document Memo.





1442 Jackson Avenue Post Office Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6318

To:	Mayor and Council Members
From:	Patrice A. Tanner, Assistant City Administrator/City Clerk
Date:	February 1, 2024
Re:	Employee Classification Document – Change

The following position, upon approval, will be changed on the Employee Classification Document:

Title	Position ID	Pay Grade Authorized	Employee Status	FLSA Status
Fireman	604	Н	FTR	NE
to				
Station Attendant	604	Н	PTR	NE

This position will change from a title of Fireman to a title of Station Attendant, and will change from a full-time position to a part-time position.

Please let me know if you have any questions.

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Disposition of Property – Fire Department

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Hunter Aycock, Fire Chief

SUMMARY

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. The vendor will dispose of the machine.

RECOMMENDATION

City Staff recommend approval of Disposition of Property.

ATTACHMENTS

1. Appendix C - Transfer or Disposition of Property.

Appendix C

CITY OF CHIPLEY TRANSFER OR DISPOSITION OF PROPERTY

This form is to be used to <u>transfer</u> property from one department to another, or to request approval to <u>dispose</u> of property.

	TransferDisposal (Check One)	
Property Number	1298	
Primary Asset Location	Chipley Fire Dept	
Property Condition	bad	
Serial#	HO1002H	
Manufacturer	Hoshizaki	
Model	KM-13015AJ	
Year	2018	
License#		
Color		
Department	Fire	
Reason for Disposal	had to be replaced due to excessive maintnance	cost
Recommended Method of Disposal	vendor to dispose of	
For Disposal: I am requesting council approval to dispo	se of the above listed property item.	
Asset Custodian Signature		

For Transfers:

We are requesting the transfer of the above listed property item from:

	to
(Department name)	(Department name)
Asset Custodian Signature (issuing dept)	Asset Custodian Signature (receiving dept)
Accounting Disposal of this property item was approved by the city count	ncil on (Attach copy of minutes)
The inventory record was changed to reflect the above reques	st on Initials:

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Disposition of Property – Fire Department

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Hunter Aycock, Fire Chief

SUMMARY

This will approve the disposition of 11 Firehawk Airpacks with cylinders and masks which have been replaced with updated compliant packs. We are requesting approval to donate to Holmes County.

RECOMMENDATION

City Staff recommend approval of Disposition of Property.

ATTACHMENTS

1. Appendix C - Transfer or Disposition of Property.

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1244
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	01-102125018
Manufacturer	MSA
Model	Fine Hourk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	replaced with updated compliant packs donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

_ to____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

32

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

The inventory record was changed to reflect the above request on ______. Initials:______

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1245
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	02-102125018
Manufacturer	MSA
Model	Fine Hourk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

this ages

Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

_____ to____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

The inventory record was changed to reflect the above request on ______. Initials:______

This form is to be used to transfer property from one department to another, or to request approval to dispose of property.

	TransferDisposal (Check One)
Property Number	1246
Primary Asset Location	Chinley Fire Dept
Property Condition	Used
Serial#	03-102125018
Manufacturer	MSA
Model	Fire Haurk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	replaced with updated compliant packs donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

Kan agen Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

to_____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

The inventory record was changed to reflect the above request on ______, Initials:______

This form is to be used to transfer property from one department to another, or to request approval to dispose of property. 1

	TransferDisposal (Check One)
Property Number	1247
Primary Asset Location	Chipley Fire Dept
Property Condition	U'se d
Serial#	04-102125018
Manufacturer	MSA
Model	Fire Hourk
Year	2011
License#	
Color	black
Department	Fire
-	replaced with updated compliant packs
Recommended Method of Disposal	donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

_____ to

Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

The inventory record was changed to reflect the above request on ______. Initials:______

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	Transfer / Disposal (Check One)
Property Number	1248
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	05-102125018
Manufacturer	MSA
Model	Fine Hawk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	replaced with updated compliant packs donation to Holmas County
For Disposal: I am requesting council approval to disp	
Ihr Pps	
Asset Custodian Signature	
For Transfers:	

We are requesting the transfer of the above listed property item from:

(Department name)

to____

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

(Department name)

Accounting

Disposal of this property ite	n was approved by the city council on	(Attach copy of minutes)

The inventory record was changed to reflect the above request on ______. Initials:______

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1252
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	09-102125018
Manufacturer	MSA
Model	Fire Hourk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

Uner lo Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

___ to_____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1253
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	10-102125018
Manufacturer	MSA
Model	Fire Haurk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	replaced with updated compliant packs donation to Holmas County
For Disposal: I am requesting council approval to dis	pose of the above listed property item.
the and	
Asset Custodian Signature	

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

_ to____

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

(Department name)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1254
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	11-102125018
Manufacturer	MSA
Model	Fire Hourk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

How ana Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

to____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1250
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	13-102125018
Manufacturer	MSA
Model	Fire Hourk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

_ to____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1257
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	14-102125018
Manufacturer	MSA
Model	Fire Hourk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	donation to Holmes County

For Disposal:

I am requesting council approval to dispose of the above listed property item.

Hom he Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

__ to_____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

Appendix C

CITY OF CHIPLEY TRANSFER OR DISPOSITION OF PROPERTY

This form is to be used to **transfer** property from one department to another, or to request approval to **dispose** of property.

	TransferDisposal (Check One)
Property Number	1258
Primary Asset Location	Chipley Fire Dept
Property Condition	Used
Serial#	15-102125018
Manufacturer	MSA
Model	Fire Hawk
Year	2011
License#	
Color	black
Department	Fire
Reason for Disposal	replaced with updated compliant packs
Recommended Method of Disposal	donation to Holmas County
For Disposal:	

I am requesting council approval to dispose of the above listed property item.

Asset Custodian Signature

For Transfers:

We are requesting the transfer of the above listed property item from:

(Department name)

___ to_____

(Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on_____. (Attach copy of minutes)

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Resolution No. 24-17 – Amendment to Purchasing Policy

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will resolution, if approved, will amend Section 1, 2, and 4 and add Section 5 - Cooperative Procurement.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-17

ATTACHMENTS

- 1. Resolution No. 24-17.
- 2. Purchasing Policy.

RESOLUTION NO. 24-17

A RESOLUTION REVISING THE CITY OF CHIPLEY PURCHASING MANUAL; PROVIDING FOR AMENDMENT TO SECTION 1 – INTRODUCTION; SECTION 2 – PURPOSE; SECTION 4 – FUNCTIONS AND RESPONSIBILITIES; AND ADDING SECTION 5 – COOPERATIVE PROCUREMENT; PROVIDING FOR DISTRIBUTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, it has been determined that a need exists for the city council to amend the City of Chipley Purchasing Manual; and

WHEREAS, Section 5, "Cooperative Procurement", provides explanation of the purchasing process applicable to all City personnel involved in the cooperative procurement process and piggybacking contracts of other public entities; and

WHEREAS, there is a need to amend Section 1, 2, and 4 and add Section 5. "Cooperative Procurement", which provides an explanation of cooperative procurement process and piggybacking contracts of other public entities; and

WHEREAS, it is the desire of the council to amend the policy to enhance the operating efficiency of the city;

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

- 1. Section 1, 2, and 4 to be amended and Section 5 to be added as per the attached Exhibit "A".
- 2. The changes to the City of Chipley Purchasing Manual, attached hereto as Exhibit "A", are hereby adopted.
- 3. This resolution shall take effect immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida, this 13th day of February 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

Section G, Item7.



CITY OF CHIPLEY FLORIDA

PURCHASING MANUAL POLICY NUMBER 99-1 AUGUST 1999 (Updated: 05/09/2023)

CITY OF CHIPLEY, FLORIDA Purchasing Manual

SECTION 1. INTRODUCTION. On October 13, 1999, the Chipley City Council adopted Ordinance # 789 amending the Chipley Administrative Code. This ordinance officially designates the <u>Finance DirectorCity Clerk</u> to serve as Purchasing Officer. Upon adoption of the Code, Article V, entitled "Finances" was incorporated for use by all City officials in providing consistent and cost effective purchasing services to the departments and agencies that render services to the citizens of Chipley, Florida.

The Office of Purchasing is dedicated to providing the Chipley City Government with standardized procedures to accomplish its operational missions in the most cost effective and efficient manner and to provide fair and equitable treatment of all vendors that wish to sell supplies, services and equipment to the City of Chipley.

Specific goals are to assist all City Departments with their purchasing activities; to provide cost effective and competitive procurement of supplies, services and capital equipment needed to provide services to the citizens of the City; and to fairly administer the Procurement Policies and Procedures established by the Chipley City Council.

This manual constitutes the City Purchasing Policy, provides the basics of the purchasing process, and supplements financial regulations enumerated in Chapter 2 of the City Code.

SECTION 2. PURPOSE. The purpose of this manual is to provide direction and to facilitate understanding of the City's purchasing functions, policies and procedures. The city of Chipley hereby implements operating procedures consistent with the City Code in managing the commitments of funds entrusted to the City.

Policy administration for acquisition of supplies, equipment and services necessary for the daily operations of the City is the responsibility of the Purchasing Department, operating under the direct supervision of the <u>Finance DirectorCity Clerk</u>. The City Administrator shall have authority over all City Departments in ensuring all laws, policies, and purchasing procedures are faithfully executed.

This manual is provided as a tool to assist the City staff in working with the Purchasing Department. It may be used as a reference to address specific issues and as a training tool. Periodically, sections of the Purchasing Manual will be updated to reflect changes in operating policies and procedures. Each revision will be forwarded to the Department Heads for inclusion in the Purchasing Manual. Suggestions for procedural changes or for additional information are encouraged and will always be welcomed.

SECTION 3. INTER-DEPARTMENTAL RELATIONS. Cooperation and understanding between departments is essential to the effective operations of the Purchasing Department. The Purchasing Department will establish and maintain close liaison with the departments in order to meet their purchasing needs and requirements. Every effort is made to purchase commodities in a timely manner and in accordance with the department's requirements.

SECTION 4. FUNCTIONS AND RESPONSIBILITIES. The primary function of the Purchasing Department is to monitor all purchases of supplies, materials, equipment, and services required by the City and to maximize, to the fullest extent practical, the purchasing valve of public funds entrusted to the City. The Purchasing Officer is responsible for carrying out the tenants of the City Financial Code, as approved by the City Council, and for establishing and administering purchasing policies. The city Council reserves sole authority for entering into and administering contracts for the procurement of goods and services. No contract may be made by any elected or appointed officer of the City unless such authority is granted in open session of the City Council at a regular or special meeting. Any City official who obligates a contract under any other circumstance may be assuming personal liability for the commitment.

- a. Purchasing Department Responsibilities:
 - 1. Become acquainted with the needs of all departments and divisions.
 - 2. Provide training in purchasing policies and procedures.
 - 3. Provide assistance in the preparation of specifications.
 - 4. Research new sources of supplies and services.
 - 5. Process all requisitions and purchase orders in a timely manner.
 - 6. Review specifications to assure they are not proprietary in nature and allow for open competition.
 - 7. Expedite the delivery of purchases as needed.
 - 8. Work with the Departments in resolving problems with defective merchandise or the return of goods; and to negotiate the return of merchandise and/or settlement.
 - 9. Develop purchasing objectives, policies, programs and procedures for the purchase and contracting of all materials, supplies, equipment and services.
 - 10. Act as the City's representative on all matters pertaining to purchasing and contracts.
 - 11. Monitor the purchases of all supplies, materials, equipment and contractual services required by the City and insure compliance with applicable statutes, rules, regulations, and policies.
 - 12. Determine, through appropriate methods, the lowest or highest responsible and responsive bidder, as the case may be.

- 13. Establish and maintain programs for the inspection, testing and acceptance of goods and services in cooperation with the departments.
- 14. Establish and maintain a program for the development and usage of standard specifications for materials, supplies, and equipment where practical.
- 15. Assist the departments in the preparation of specifications and technical requirements to be included in Invitations to Bid, Requests for Proposals, and Requests for Quotes.
- 16. Consolidate purchases of like or common items to obtain the maximum economical benefits and cost savings, and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts.
- 17. Join with other governmental agencies in cooperative purchasing agreements, when the best interest of the City would be served.
- 18. Purchase from Florida State Contracts and the U.S. General Services Administration when the best interest of the City would be served.
- <u>17</u>19. Keep informed of current developments in the field of purchasing, including but not limited to prices, market conditions and new products, and secure for the City the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations, and private businesses and organizations.
- <u>18</u>20. Arrange for the disposal, bid, auction, or negotiation for the sale of surplus materials and equipment.
- <u>19</u>21. Maintain a Vendor Commodity Listing by vendor and commodity code.
- <u>2022</u>. Promote good will and public relations between the City of Chipley and its suppliers. Encourage full and open competition wherever possible.
- <u>21</u>23. Pre-qualify prospective suppliers as needed for specific projects, supplies or services.
- <u>22</u>24. Monitor and ensure that current inventory listings of capital equipment items are maintained.
- b. User Department Responsibilities:
 - 1. Write clear and accurate descriptions of materials and equipment to be purchased. Process requisitions and purchase orders appropriately.
 - 2. Verify that funds have been allocated and are available in the proper lines. If funds are not available, prepare appropriate Budget Transfer Forms to cover expenditures.

- 3. Prepare technical specifications for goods and services requiring formal bidding.
- 4. Advise Purchasing of special projects or requirements in advance to avoid delays and to allow for adequate time to schedule.
- 5. Allow sufficient time to process the requisition and for the supplier to deliver. No items should be purchased before a requisition and/or purchase order have been appropriately processed.
- 6. Provide the Purchasing Department written documentation of any delivery or supplier problems or complaints.
- 7. Assist in the technical evaluation of bid and proposal responses.
- 8. Advise the Purchasing Department of qualified suppliers.

<u>SECTION 5. COOPERATIVE PROCUREMENT.</u> The Purchasing Office shall monitor market trends, stay informed of the latest purchasing innovations, and participate in various educational opportunities through memberships in purchasing organizations.

a. The City has the ability to become active members of various professional procurement organizations. These associations allow the City access to numerous cooperative contracts that have been competitively awarded and may be utilized for the procurement of various goods and services. Departments are encouraged to utilize and purchase from cooperative agreements when the City does not have a current contract in place; this procurement method generally expedites procurements and provides competitive pricing for items and services needed. Other governmental contracts that the City may utilize include, but are not limited to, term contracts of the State of Florida, Florida Sheriff's Association, Federal General Services Administration, and other governmental cooperatives, entities, counties and municipalities within and outside of the State of Florida.

b. Piggybacking contracts of other Public Entities (Non-Cooperative Contracts) Piggybacking is defined by the NIGP Dictionary of Procurement Terms as "a form of intergovernmental cooperative Procurement in which a large purchaser requests competitive sealed or proposals, enters into a contract, and arranges, as part of the contract, for other public Procurement units to purchase from the selected supplier under the same terms and conditions as itself. Also called hitchhiking method." The City may utilize a contract that was competitively sourced and entered into between another governmental or public entity and a provider of supplies or services (piggy-back) sought by the City, if the Procurement Manager determines that it is practicable and advantageous for the City to employ this method of procurement. If such other governmental contract is utilized, the public notice requirements and/or the need to utilize the selection processes is obviated; however, a separate contract or purchase order must be executed by the City and the particular supplier. This separate purchase order/contract will then incorporate by reference the governmental contract and terms and conditions under which the cooperative contract was awarded. All services and/or commodities to be purchased and terms and conditions, including expiration dates will apply. Piggybacks cannot exist beyond the final contract date of the originating agency. Prices must be the same or less than the original contract. Sole source or emergency contracts cannot be used to establish piggybacks. Contracts awarded in accordance with Chapter §287.055 Florida Statutes (the Consultants' Competitive Negotiation Act) may not be piggybacked. Other governmental entities are similarly authorized to utilize the City contracts where the other governmental entity determines such utilization is practicable and advantageous and the particular supplier agrees to enter into such separate contract with the other governmental entity which incorporates the terms and conditions of the City contract.

SECTION <u>65.</u> VENDOR RELATIONS. The City strives to develop effective relationships with vendors and encourages full and open competition whenever possible. All vendors are afforded equal opportunity to participate in public bidding. To avoid any perception of unethical behavior, the following guidelines shall be followed:

- a. Formal interviews with suppliers shall be coordinated through the Purchasing Department.
- b. Discussions with salesmen should be open and general and shall not commit to preferences for any product or service, which might in any way compromise the City.
- c. All correspondence with suppliers is to be through the Purchasing Department, except in special cases where the technical details involved make it advisable to delegate authority to others. In such cases, the Purchasing Department must receive copies of all correspondence.
- d. Any prices, proposals, quotes, or specific information received from vendors must not be disclosed until after the award of a contract or issuance of a purchase order. Sealed bids or proposals are exempt from disclosure pursuant to Florida State Statutes Chapter 119.07(o).
- e. To ensure full and open competition, continuity of supply, and availability of materials, new sources of supply are given due consideration. The City will buy from suppliers who exhibit adequate financial strength, high ethical standards, a record of adhering to specifications, maintains shipping promises, and gives a full measure of service.
- f. Acceptance of gifts at any time, other than advertising novelties of nominal value, is prohibited. Employees must not become obligated to any supplier and shall not conclude any City transaction from which they may personally benefit.
- g. The offer of any gratuity to an official or employee of the City by any vendor or contractor shall be cause for declaring such individual or firm to be an irresponsible bidder and may be grounds for suspension from bidding.
- h. No employee shall obligate the City whereby said employee may derive income or benefits other than those provided as compensation from the City for their employment.

i. No City employee may have any financial interest in any purchase order or contract issued by the City of Chipley.

SECTION <u>76</u>. ETHICS. It is the policy of the Purchasing Department to promote the City's reputation for courtesy, fairness and impartiality. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the using agencies, the vendors, as well as purchasing personnel. The Purchasing Department adheres to the ethics set forth by the National Association of Purchasing Management and the National Institute of Governmental Purchasing.

SECTION <u>87</u>. CONFLICT OF INTEREST. State Statutes define conflict of interest as follows:

"Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase."

The mere employment of an individual simultaneously by the City and an outside company that has a direct or indirect business relationship with the City, in itself, establishes no conflict of interest. A conflict of interest would arise if actions by such an individual as a City employee conferred a direct or indirect benefit on the private business by which he was also employed or in which the employee has a financial interest.

The law provides that when a potential for a conflict of interest arises, the City employee with the potential conflict make his interest known to the City and refrain from taking any actions on the matter creating the potential for a conflict of interest. When a potential for a conflict of interest arises, the City employee must either (a) provide written notification to the City Clerk identifying what relationship exists that could be classified as a potential for a conflict of interest; or (b) provide the same information during a City Council meeting so it can be recorded in the official minutes of the meeting.

SECTION <u>98</u>. THE PURCHASING PROCESS. Procedures contained herein are applicable to all City personnel involved in the requisitioning, receiving, transferring, and replacement of supplies, materials, services, and equipment for the City. The purchasing cycle begins with the City's annual budget adoption. Each department's budget specifies capital purchases as well as routine purchases of operating supplies and services. The Purchasing Officer uses this information to anticipate departmental needs and to recommend bulk purchases or term contracts for repetitive procurements. There are three (3) levels of procurement activity for general purchases as follows:

a. General Purchase Order (GPO) Activity - \$0.00 to \$999.99: Department Head approval. No competition required. Limited to \$999.99 per vendor. GPO's are routinely used for those buys of \$999.99 or less (for non-capital equipment or supplies or services). Each department must track the dollar amount of buys with

each GPO to assure that their operating accounts are not overdrawn. The processing activity involves:

- Specifications and requirements are formulated.
- Solicit quotes/bids
- Evaluate responses
 - Local Vendor Preference
 - Meets specifications
 - Responsible bidder
 - Responsive bidder
- Purchase Request Form (General Purchase Order) is prepared.
- Purchase Order is submitted to Purchasing.

When purchase award has been made, and the item has been received, the Department Head shall submit the signed invoice to Purchasing certifying that the item has been received as requested. <u>The date goods and/or services were received and approved should be noted on the invoice.</u>

- b. Field Purchase Order (FPO) Activity \$1,000.00 to \$34,999.99. Department Head and City Administrator approval. Minimum of three (3) written quotes <u>must be obtained. These quotes must be attached to the pink copy of the</u> <u>purchase order.</u> The FPO may be awarded without formal competition. The Department Heads have the authority to execute purchases not to exceed \$5,000.00; anything above that and up to \$15,000.00 requires City Administrator approval. Using departments should monitor market trends to assure cost effective buying at this level and to diversify City business to vendors that are competitive and meet delivery requirements. FPO's cannot be "stacked" (or split) to artificially put a requirement within the \$34,999.99 limit of the FPO. Purchasing will audit FPOs to assure they are used properly. The processing activity involves:
 - Specifications and requirements are formulated.
 - Solicit quotes/bids.
 - Evaluate responses
 - Local Vendor Preference
 - Meets specifications
 - Responsible bidder
 - Responsive bidder
 - Purchase Request is coordinated with City Administrator/Purchasing Officer.
 - Purchase Order is submitted to Purchasing.

When purchase award has been made, and the item has been received, the Department Head shall submit the signed invoice to Purchasing certifying that the item has been received as requested. Written quotes, notes, etc., relating to award process shall be forwarded with invoice to purchasing.

- c. Public Bid Process Activity \$35,000.00 or more. A formal sealed bid or proposal process is required for all purchases that equal or exceed this amount to a single vendor on a fiscal year basis. No contract shall be made by the City for any product, material, or services, when the amount to be paid exceeds \$50,000, unless notice is first published in at least two (2) weekly issues of a newspaper of general circulation. The City Administrator has the authority to execute purchases not to exceed \$15,000.00. Council approval is required for purchases \$15,000.01 or more. Procurement and contractual services shall be administered in accordance with Florida Statutes 287.017. The processing activity involves:
 - ✤ Specifications and requirements are formulated.
 - ✤ Obtain a contract number from purchasing.
 - Advertisement is prepared. (See Attachment # 1)
 - Advertisement is coordinated with City Administrator/Purchasing Officer.
 Advertisement is submitted for sublication in two issues of least
 - Advertisement is submitted for publication in two issues of local newspaper.
 - Bid responses are evaluated (bid opening).
 - Local Vendor Preference
 - Meets specifications
 - Responsible bidder
 - Responsive bidder
 - Submit recommendation to City Council for approval.

All records relating to the formal bid process will be maintained by the Purchasing Office. The user department shall receive product(s) and assure that the items meet specifications, are not damaged, and the correct amount is delivered. Documentation of such receipt shall be forwarded to the Purchasing Office immediately upon receipt and verification.

d. FDOT Local Agency Program Simplified Acquisition and Small Purchase Process for Professional Services. Under very limited conditions, professional services may be exempted from the Public Bid Process Activity noted in Section 8.c. of the City purchasing policy, as well as the Federal Brooks Act qualification requirements (as specified in 40 U.S.C. 1101-1104), and the State of Florida Consultant Competitive Negotiations Act qualification requirements. When the conditions outlined below are met, the City may follow small purchase procedures [ref. 23 CFR 172.5(a)(2)]. Professional services procured using small purchase procedures must be less than the Federal simplified acquisition threshold (currently established at \$150,000), and also less than the State of Florida purchasing thresholds for Category Five (related construction project amount) or Category Two (for planning and study activity). Both federal and state thresholds must be complied with. Where the state and federal limits differ, the lesser threshold is the applicable restriction. State Law specifies: Section 287.055(5)(a), F.S.: Each agency shall publicly announce, in a uniform and consistent manner, each occasion when a professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The Category Five threshold for construction costs is currently established as \$325,000, and the Category Two threshold is currently established as \$35,000. Consequently, small purchase procedures may be used under the following conditions:

- 1. Are the professional services directly related to a construction project? (ie. Project Development and Environmental (PD&E) services, design services, surveying and mapping, or construction engineering inspection services).
 - If yes, is the estimated construction cost for the project less than \$325,000 (State Category Five threshold)?
 - If yes, is the total contract amount for the professional services less than \$150,000 (Federal threshold)?
 - If all are yes, then the small purchase process may be used. If the answer to one of the above questions is no, then the small purchase process cannot be used.
- 2. Are the professional services for a study activity or for planning activity? (Professional services not directly related to a construction project are defined as a "study activity").
 - If yes, is the total amount for the study activity or planning activity less than the state threshold of \$35,000 (State Category Two threshold)?
 - If yes, then the small purchase process may be used.
 - Please note, since the state threshold of \$35,000 per study or planning activity is the lesser when compared with the federal threshold, the state threshold is the limiting factor.

The requirements for acquiring professional services using the small purchase process are outlined in the following steps:

- <u>1.</u> The City will select three firms from the FDOT pre-qualified list. No Request for Qualifications (RFQ) or contract advertisement is necessary to develop a short list of three firms.
 - The City will prepare an estimate, which will be used in determining that estimated construction costs or study costs meet the threshold amounts stated above.
 - The City may request a simple brief proposal, which can be used for evaluation of the firms.
- 2. The City will undertake discussions with three firms.
- <u>3.</u> The City will rank the three firms and documents reasons for selecting the No. 1 ranked firm (reasons should not involve price).
- <u>4.</u> The City will negotiate a fee with the No. 1 ranked firm.
 - Please note the result will be a new small purchase contract. If a small purchase contract is amended and the amended amount exceeds either the state or federal thresholds, the excess costs are not eligible for reimbursement, and may jeopardize funding for the entire small purchase contract. A supplement to an existing contract or additional task work order is not eligible for federal participation and FDOT reimbursement under the small purchase process.

e. Community Redevelopment Agency Grant Awards.

For the purpose of determining the amount to be awarded under any CRA grant to a private property owner, the CRA Board must be provided with at least two (2) quotes for the services to be provided using grant funds. These quotes will not be considered actual bids on work and no property owner shall be required to use the provider that submits the lowest quote. However, the grant amount awarded from the CRA to the private property owner shall not exceed the lowest quote submitted.

For all other CRA purchases, the City's ordinary purchasing policy must be followed.

SECTION <u>109</u>. **MISCELLANEOUS PROVISIONS.** It is understood that every issue relevant to the purchasing process may not be adequately addressed herein. In that regard, the following miscellaneous information is intended to provide guidance on the common issues and processes.

a. *Annual Requirement Agreements* (A/Rs) should be used for those supplies or services that are purchased repetitively over the course of a year, every year. An estimate of departmental or City-wide usage along with specifications are put into a Formal Sealed Bid format and competitive bids are solicited. These contracts are awarded for one year with the option to renew them for two additional one year periods with the concurrence of both the City Council and the successful vendor(s).

A/Rs establish set prices or discounts off list price for items for one year periods. This allows for accurate budgeting, precludes the necessity of receiving quotes/bids for each purchase, and gives the City the benefit of quantity discounts, thereby maximizing our purchasing power (i.e. office supplies, janitorial products, plant chemicals, etc.). The Purchasing Office requests that departments make recommendations for items that will lend themselves to A/R Agreements. Purchasing will monitor both General Purchase Orders and Field Purchase Orders to identify those items conducive to bid as Annual Requirement Agreements.

- b. **Blanket Purchase Orders (BPOs)** are used for repetitive buys from vendors for various supply items. BPOs are issued with a General Purchase Request and state a specified not to exceed dollar amount and for a specified period of time. BPOs that are based on an Annual Requirement Agreement are limited in dollar amount only by the departmental budget. BPOs that are not based on an Annual Requirement Agreement are not based on an Annual Requirement Agreement are limited to \$100.00.
- c. *Sole Source Procurement* is justified when there is only one source practicably available for the goods, services, construction items or equipment required. Competition is not available in a sole source situation. A procurement may be made without competition after conducting a diligent, good faith review of

available sources and a determination is made in writing by the City Administrator that there is only one source of supply. The written determination must be justified and documented by the Department Head by answering two questions about the procurement.

- 1) Why do the departmental requirements allow this service/item and only this service/item?
- 2) Why do the departmental requirements allow this vendor and only the vendor?

The Purchasing Office will then provide further documentation by conducting a market survey of vendors to assure only on vendor can provide this service/item. Purchasing will also conduct a "price reasonableness" study to document that the price offered by the sole vendor is the best price that can be expected under the circumstances. The "price reasonableness" study will be conducted using one or more of the following methods:

- 1) Comparison with previously paid prices.
- 2) Comparison with functionally similar commodities.
- 3) Survey of other consumers.
- 4) Cost analysis whereby the vendor is required to provide his cost breakdown including cost of labor/materials and overhead/profit. Use of this method is limited by the commodity and cooperation of the vendor.

Authorization to award sole source procurement is limited to the City Council and City Administrator.

d. *Emergency Purchasing Procedures.* An emergency situation is defined as one that may seriously affect the health, safety or welfare of the citizens of Chipley or one that will cause significant delays in the work of a department or division. A Department Head, with the concurrence of the City Administrator has the authority to make or authorize others to make emergency procurements not to exceed \$15,000.00. Emergency procurements shall be made with as much competition as practicable under the circumstances. A full written report of the circumstances giving rise to the emergency situation as well as details of the procurement and use for the product purchased must be filed by the department with the Purchasing Manager on the first working day following the emergency.

The Purchasing Manager shall prepare an agenda item regarding the emergency and the accompanying departmental documentation as an information item on agenda of the next regular meeting of the City Council.

e. *Purchase Order Changes.* There may be times where changes must be made to purchase orders that are already in place. This can be accomplished administratively without action by the requesting Department when the purchase order is less than \$1,000.00 and the change is less than ten percent (10%) of the total amount of the purchase order or is less that one-hundred dollars (\$100.00), which ever amount is less. Should the change be more than 10%, over \$100.00,

or the purchase order is 1,000.00 or more, a Change Order request must be initiated by the requesting Department to the purchasing Office for City Administrator approval and/or other action. A Change Order request form is attached for your information (Atch # 2). Change Orders are most common under the following circumstances:

- 1) Additional merchandise is needed by the using Department.
- 2) Over shipment of goods that is acceptable to the receiving Department.
- 3) Reduction in order by the using Department.
- 4) Shortage in shipment of goods that is acceptable to the using Department.
- 5) Change in account line (this is usually for internal use only and not sent to vendor).
- 6) Cancellation of order.
- f. *Award of Purchases.* Certain actions are required in all instances of purchase contract award. Award to the lowest, responsive, and responsible bidder in accordance with Section 2-36 of the Administrative Code. Definitions are:
 - 1) **Responsive Bidder/Proposer** is one who meets all the requirements of the invitation to bid (i.e. offers to sell a product that meets the requirements of the specifications, signs the bid, submits bid bond if necessary, etc.).
 - 2) **Responsible Bidder/Proposer** is one who demonstrates the ability, reputation, prior experience and financial resources to provide the product or service on time and within his/her bid price.
 - 3) Local Vendor.
 - (a) A local vendor shall mean any business which has had a fixed office or distribution point located in and having a street address within Washington County for at least two months immediately prior to the issuance of the request for competitive bids by the city; and
 - (b) Employs at least one full time or two part-time employees whose primary residence is located within Washington County or, if the business has no employees, shall be at least 50% owned by one or more persons whose primary residence is located within Washington County; and
 - (c) Any vendor claiming to be a local vendor as defined above, shall so certify in writing to the City as part of the bid response. The City purchasing officer and/or city administrator has sole discretion to determine if a vendor meets the definition of a local vendor.

- 4) Local Vendor Preference. When supplies, materials or equipment are being purchased by competitive bid, written or telephone quotes, preference will be given to local vendors as follows, if all other requirements are met:
 - (a) For purchases under \$3000.00 the local vendor will be selected if their bid or quote is low or is within 10% of the low bid or quote.
 - b) For purchases between \$3000.00 and \$6000.00 the local vendor will be selected if their bid is low or is within 6% of the low bid.
 - (c) For purchases above \$6000.00 the local vendor will be selected if their bid is low is within 3% of the low bid.
 - (d) This subsection shall not apply to contracts required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder" or otherwise exempted from local preferences.

Other actions which must be appropriately addressed during the purchase award process:

- 1) Ensure compliance by the contractor to the terms, conditions and specifications of the purchase order/contract.
- 2) Expedite delivery, address and solve any problems.
- 3) Execute contracts until the commodities are received or the project is completed to the satisfaction of the City.
- 4) Receive recommendations of awards or protests to solicitations and submit them to the City Council for resolution.
- 5) Ensure compliance with federal regulations, state statutes, and local codes/ordinances.

g. Informational Activities.

- 1) Maintain Vendor list in a manner that assures efficient, competitive, and fair solicitation of quotes/bids.
- 2) Maintain purchasing records in a manner that assures a valid audit trail exists.
- 3) Monitor various markets to evaluate price and supply trends that will allow informed procurements based on realistic data.
- 4) Monitor City-wide procurement patterns to establish most cost effective means to fulfill requirements (Annual Requirement Agreements, Blanket Purchase Orders, etc.).

h. Operational Activities.

- 1) Annual Budget Assistance and Monitoring
- 2) Assists departments/divisions in determination of market availability and cost of goods, services and equipment requested during budget preparation.
- 3) Review approved budgets and the five year Capital Schedule of Capital Improvements to expedite equipment buys.
- 4) Cooperate to forecast costs for goods, services and equipment replacement.
- 5) Perform periodic pricing updates and verifications.

j. Training

- 1) Purchasing provides ongoing training to all City personnel affected by Purchasing policies and procedures.
- 2) Purchasing shall maintain and distribute a Purchasing Manual for use in the departments/divisions as a guide to purchasing policies and procedures as adopted by the City Administrative Code and resolution of the Chipley City Council.

CITY OF CHIPLEY, FLORIDA Purchasing Manual

(Example # 1)

INVITATION TO BID

The City of Chipley, Florida invites bid proposals for the <u>purchase of an "Asphalt Patch Machine"</u>, trailer mounted, that is capable of patching and repairing potholes, alligator cracking, should brakes, radius failures, and utility cuts. Specifications may be obtained from Mr. Guy Lane, Chipley Public Works Director, (850) 638-6346 or FAX (850) 638-6353.

Bids are to be submitted in an envelope marked "Asphalt Patch Machine" and will be accepted by the City until 4:00 p.m. CST, May 8, 1999.

The City of Chipley reserves the right to reject any one, or all, bids or any part of any bid, to waive any informality in any bid, and to award the bid in any manner deemed to be in the best interest of the City.

Note: Published on April 25, and May 5, 1999, issues in the legal section.

(Example # 2)

INVITATION TO BID

The City of Chipley, Florida invites bid proposals for the purchase and installation <u>of a communications "Repeater System"</u> for use by the Chipley Fire Department. System components consist of the repeater and associated antenna and the bid price should include full installation and check out of the system. Repeater and antenna specifications may be obtained from Fire Chief Floyd Aycock or Dan Miner, Chipley City Administrator, by request at (850) 638-6350 or FAX (850) 638-6353. Specifications will be faxed to perspective bidders upon requested.

Bids are to be submitted in an envelope marked **"Repeater System"** and will be accepted by the City until \$:00 p.m. CDLST, June 21, 1999 at which time they will be opened and read aloud.

The City of Chipley reserves the right to reject any one, or all bids, or any part of any bid, to waive any informality in any bid, and to award the bid in any manner deemed to be in the best interest of the City.

Note: Publish on June 12 and June 16, 1999 issues in the legal section.

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Special Event Application – Thursday Night Lights

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This event will be held on the third Thursday of each month from 6-8 pm February thru September 2024. Road closures will include North and South Railroad Ave. 7th St. from South alley of Historical Museum to include N. Railroad Ave.

RECOMMENDATION

City Staff recommend approval of Special Event Application – Thursday Night Lights.

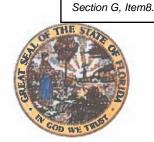
ATTACHMENTS

1. Special Event Application.



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: Project Downtown Chipley

Address: 1367 S Railroad Ave Suite C Chipley, FL 32428

Contact person: Kristin Martin Phone: 850.326.6506 Fax:

E-mail: kmartin@southpointcontracting.com

Type of Event: Thursday Night Lights

Purpose of Event: This event is to drive community involvement in our historic downtown district.

Supporting downtown commerce as well as fostering community engagment and a family friendly

atmosphere in our downtown area.

Location of Event: Historic Downtown Chipley 5th Street - 7th Street, including the Train Depot and Farmer's Market Pavilion Indoors/Outdoors

Date(s) & Time(s) of Event: 6-8pm February - September Third Thursday of Each month

Amount of Liability Insurance: 1,000,000

___(attach copy of policy)

Concert Yes/No If yes, What type of music? Live Music as scheduled - various genres

Will food and nonalcoholic beverages be sold? Not by event hostess

Will fireworks be displayed? Yes/No If yes, provide name, license number and pyrotechnic plan to be approved by Fire Chief.

Will amusement rides be available? No

Number of participants anticipated per day: <u>100-500</u> Are security and/or medical services provided? <u>CPD</u>

Applicant Signature:

Approved { } Denied { } Mayor's Signature:

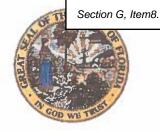
Date:

Date: U



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 Charg	չի ՝ - •		Date:	
Project Downtown (oject Downtown Chipley Kristin		rtin		02.08.24	
Address of Organization				Telephone Number:		
1367 S Railroad Av	e Suite C Chip	ley, FL 32	428	850.236.	6506	
Title of Event:						
Thursday Nig	ht Lights					
Date of Event:	Starting Time of Event:	Duration	of Event:	Actual Clo	osing Time (Set up	
3rd Thurs. Feb-Sept	6pm	2 hou	rs	of barriers	of barriers, Etc.) 5:30pm	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): North and South Railroad Ave 7th Street from South alley of Historical Museum to include N. Railroad Ave						
Approval of Local Fire Departm Federal Aviation Administration Additional Liability Insurance A	be obtained each month 	g Filming:) Minimum)		
Detour Route (Include Exact Ro		5				
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!	III					
Name of Police Chief: Scott Thompson	Signature of	Police Chief:	Date	Signed:		
Name and Title of City Official: Dan Miner, City Administrato		City Official:	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>Thursday Night Lights event</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.

	IN WITNESS	SWHEREOF, the undersigned has executed this release, thi	s XIV
day of	February	, 20 <u>24</u> .	

FIRM OR ORGANIZATION: Project Downtown Chipley

llast

Signature

Witness

Kristin Martin

Print Name

Witness

Print Name

Print Name

STATE OF FLORIDA COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Kristin Martin, who is personally known to me or who producedas
identification, and who executed the foregoing instrument and acknowledge before me that he/she executed the same freely and voluntarily and for purposes expressed therein.
Witness my hand and seal in the County and State last aforesaid this $\frac{8^{\text{th}}}{10000000000000000000000000000000000$
Stand Il
SHERRY SNELL Notary Public - State of Florida Commission # HH 470986 My Comm. Expires Dec 7, 2027 Bonded through National Notary Assn.

CITY OF CHIPLEY STAFF REPORT

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

MEETING DATE

Tuesday, February 13, 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 First 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

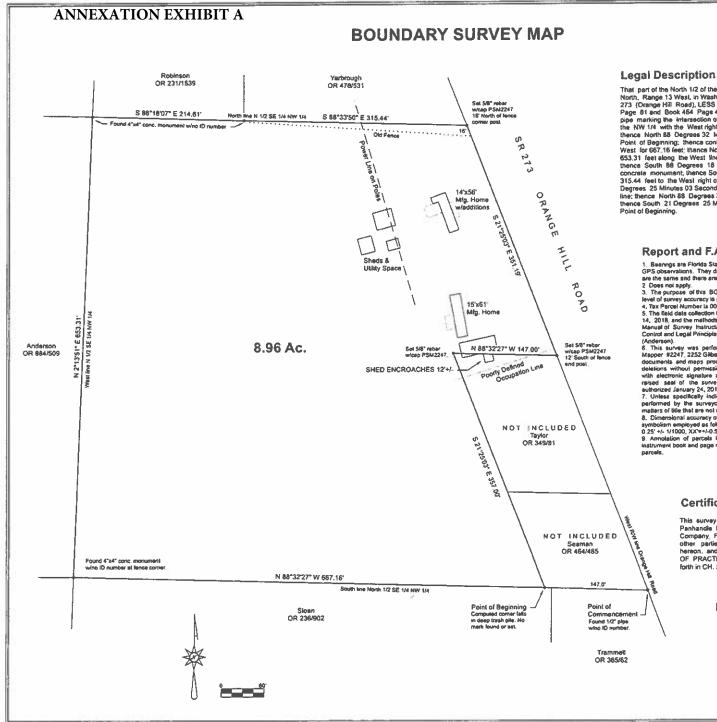
ATTEST:

By its Mayor, Tracy Andrews

By the City Clerk, Sherry Snell

APPROVED AS TO FORM:

Michelle Blankenship Jordan City Attorney



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

68

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 B<u>y:</u> Seamus O'Neill Its Managing Member

> Brandon Lovering In Managing Member

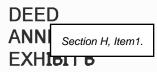
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization on this September <u>2</u>, 2021, by Seamus O'Neill and Brandon Lovering, the Managing Members of Panhandle Investment Group, LLC He/She () is/are personally known to me or () has produced a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

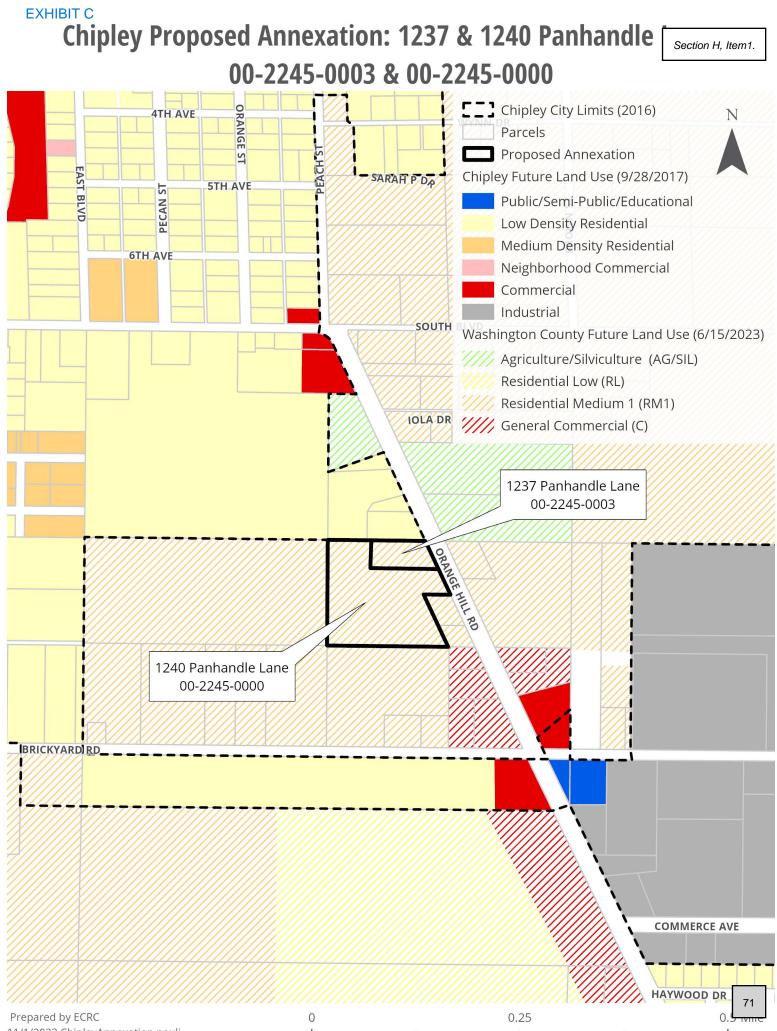
That part of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 4 North, Range 13 West, Washington County, Florida, lying West of State Road 273 (Orange Hill Road).

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



11/1/2023 ChipleyAnnexation paulj

CITY OF CHIPLEY STAFF REPORT

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

MEETING DATE

Tuesday, February 13, 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 First 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

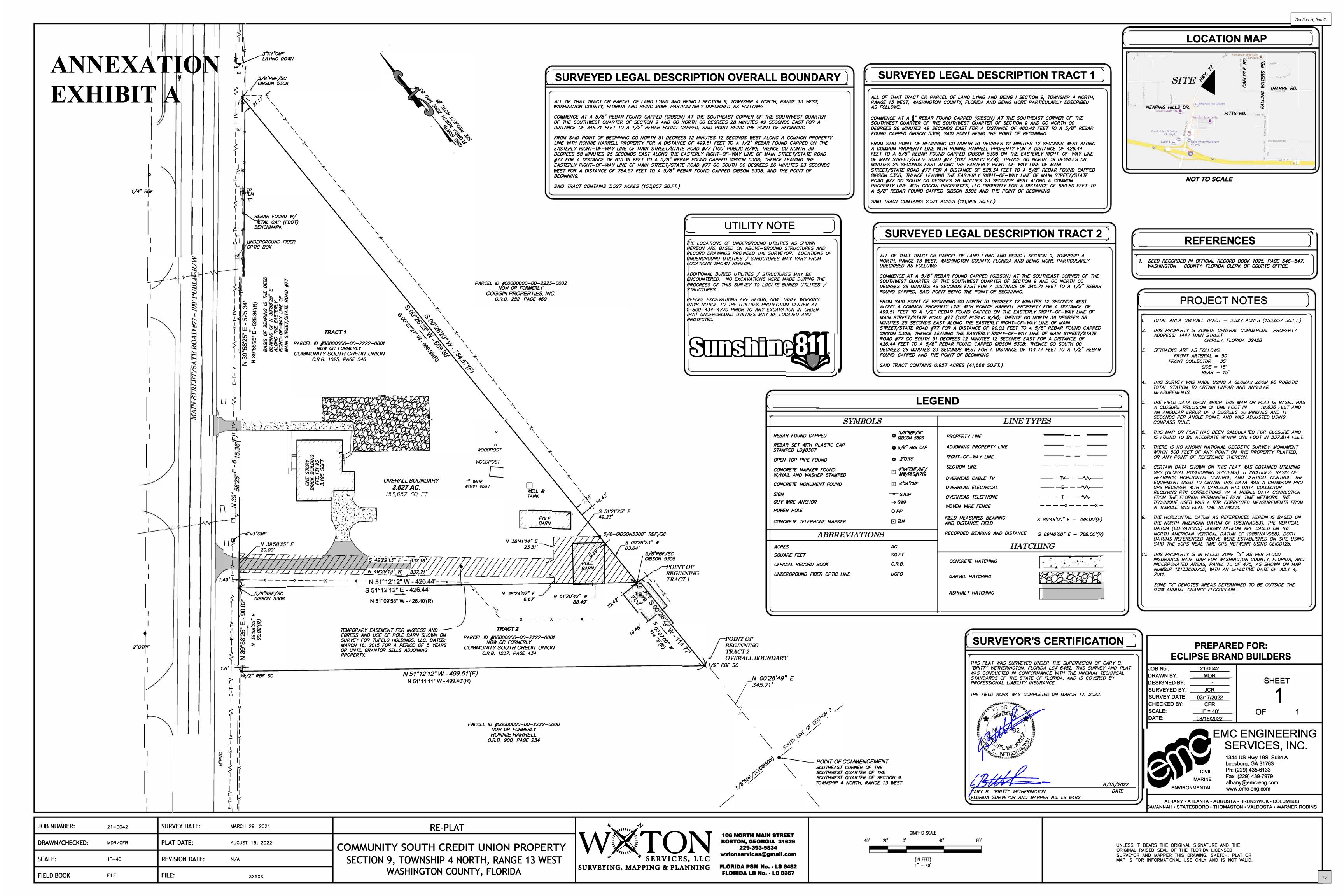
ATTEST:

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

Section H. Item2.

Warranty 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

- Manee

R. Ronnie Harrell

1st Witness Printed Name

WITNESS

Janice J. Sap

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 Publ Print, Type/Stamp Name of Notary

Janice J. Sapp

Personally Known:	OR Produced Identification:	page of a
Type of Identification		
Produced:	- M- QL	
		JANICE J. SAPP Notary Public - State of Florida

de:

.nzza ynstow Isnoijaw Aguond bobnog wy Comm. Expires Feb 18, 2025

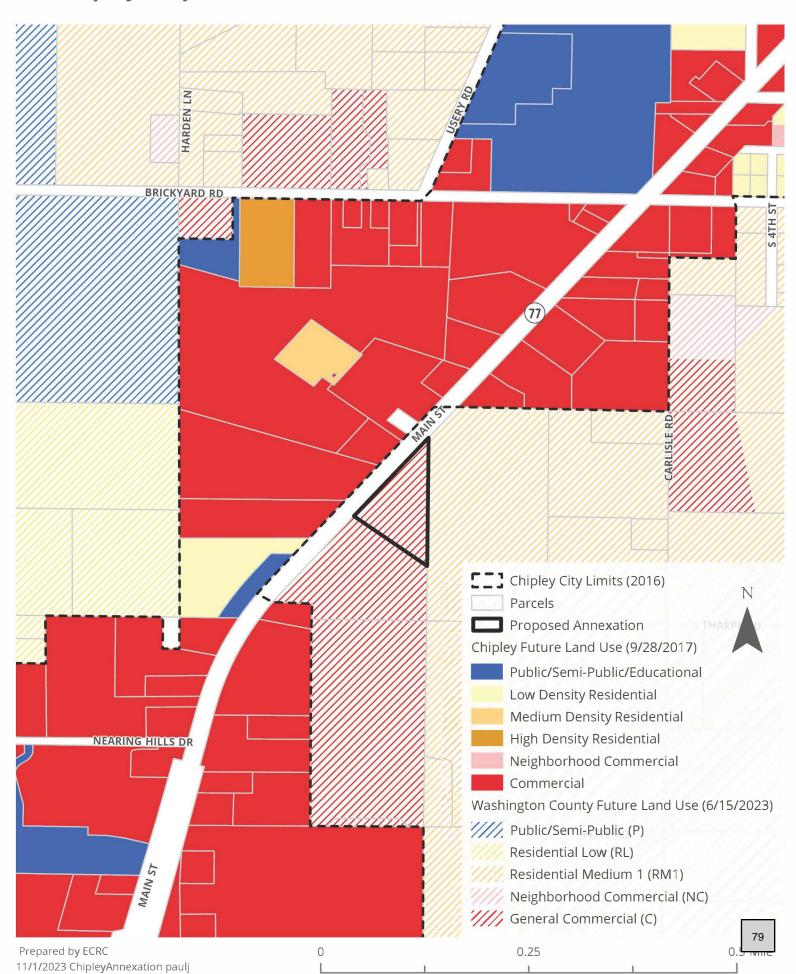
85+290 HH # noissimmo) Notary Public - State of Florida

JANICE J. SAPP

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

EXHIBIT C

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



CITY OF CHIPLEY STAFF REPORT

SUBJECT: Code Enforcement Fine Forgiveness – Case No. 375 – 653 Bennett Drive

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

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 cleaned up and the property is now in compliance.

RECOMMENDATION

City Staff recommend approval of Code Enforcement Fine Forgiveness in the amount of \$100 for Case No. 375 - 653 Bennett Drive.

ATTACHMENTS

1. Final Order.

BEFORE THE SPECIAL MAGISTRATE OF THE CITY OF CHIPLEY, FLORIDA

CITY OF CHIPLEY DEPARTMENT OF CODE ENFORCEMENT,

VS.

Case No.: 375

Stephanie L. Broxton

<u>ORDER</u>

This matter came to be heard before Sharmin R. Hibbert, Special Magistrate, on June 22, 2023. City of Chipley Code Enforcement Officer Tamara Donjuan (hereinafter, Officer Donjuan) was present along with City Attorney Jeremy Mutz. There was no one present on behalf of the property owner at the hearing.

APPEARANCES

For the City:

For the Property Owner:

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 and mailed to the property owner Stephanie L. Broxton, for the property located at 653 Bennett Drive, Chipley, FL 32428, Parcel No# 0000000-00-1062-0000, and at City Hall, on or about April 13, 2023 in compliance with Section 162.12, Florida Statutes (2023). (City. Ex. 1). 2. A Notice of Hearing was posted at the property and sent to the property owner for the property located at 635 Bennett Drive, Chipley, FL 32428, Parcel No# 0000000-00-1062-0000, and posted at City Hall on or about May 8, 2023, in compliance with Section 162.12, Florida Statutes (2023). (City Ex. 1).

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 representatives received adequate notice of the violations and the hearing and failed to appear. Due do this failure, the City was permitted to move forward with the hearing as a Default.

FINIDINGS OF FACTS

Based on the testimony and evidence presented at the hearing held on June 22, 2023, the following facts were found.

1. The property at issue is located at 635 Bennett Drive, Chipley, FL 32428, Parcel No# 0000000-00-1062-0000. (City Ex. 1).

2. The property owner(s) is Stephanie L. Broxton. (City Ex. 1).

3. On or about April 13, 2023, Code Enforcement Officer Donjuan inspected the property and observed excessive grass, weeds, and vegetation in excess of 12 inches at the property. Additionally, Officer Donjuan observed an unoccupied structure in complete disrepair complete with boarded windows. (City Ex. 1)

4. Pictures of the condition of the property specifically reflecting the overgrown vegetation, weeds, grass, trash, debris, structure in disrepair and overall condition of the property were admitted into evidence. (City. Ex. 1)

5. The property is in a residential area and in the vicinity of other properties.

(Hearing Testimony).

6. After this inspection, Officer Donjuan provided notice and gave the property owners 14 days to bring the property into compliance. (City Ex. 1).

7. In its current state, the property is a nuisance and an eyesore to the community.

8. On or about May 8, 2023, Officer Donjuan reinspected the property and observed the same violations. There was excessive grass, overgrowth, vegetation, trash and debris amongst the property. The structure in disrepair with boarded/broken windows and uninhabited remained in violation. On this date Officer Donjuan posted the property and at City Hall a Notice of Hearing citing several violations of the City of Chipley Municipal Ordinances and providing a hearing date of June 22, 2023. (City Ex.1).

9. On or about June 21, 2023, Officer Donjuan reinspected the property and noted that the violations remained, and the property was still not in compliance. (City Ex. 2).

10. Officer Donjuan also testified at the hearing that the property is located in a residential area and is in the vicinity of other local residential property. The violations as asserted can be seen from the street and has an effect on surrounding property. (Hearing Testimony).

11. Officer Donjuan also testified that the parcel with the subject house is located also contains another structure/house that is in new condition. (Hearing Testimony).

12. Although receiving proper notice and having made contact with Code Enforcement Officer Donjuan, no one representing the property owner appeared at the

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hearing nor provided testimony. (Hearing Testimony).

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.n.1, City of Chipley Municipal Code states that: Any continuing condition or use of a premises or of building exteriors or of land which causes substantial diminution of the value of the property in the vicinity of such condition or use constitutes a nuisance.

5. Section 22-3.1, City of Chipley Municipal Code, states that: A condition or use of property that causes a substantial diminution of the value of property in the vicinity of the condition or use constitutes a nuisance.

6. Section 22-3.3, City of Chipley Municipal Code states that: Buildings which are unoccupied, deserted, boarded up, partially destroyed, or left for unreasonably long periods of time in a state of partial construction, disrepair, such as broken windows, partial walls and foundations, incomplete framing, and unpainted or peeled paint surfaces, etc., abuse or neglect as to appearance provided that any unfinished building or structure which has been in the course of construction two years or more, and where the appearance of such unfinished building or structure substantially detracts from the appearance of the immediate neighborhood or reduces the value of property in the immediate neighborhood or is a nuisance, shall be deemed and presumed to have been left for an unreasonably long period of time in the sense of this subsection constitutes a nuisance.

7. The property owned by Stephanie L. Brockton, located at 653 Bennett Drive, Chipley, FL 32428, Parcel No# 0000000-00-1062-0000 in its current condition with an abandoned, uninhabited structure in disrepair, accumulated trash, junk, and debris, and excessive overgrowth and vegetation is in violation of Section 22-2.n.1, City of Chipley Municipal Code and is a nuisance.

8. The property owned by Stephanie L. Brockton, located at 653 Bennett Drive, Chipley, FL 32428, Parcel No# 0000000-00-1062-0000 in its current condition with an abandoned, uninhabited structure in disrepair, accumulated trash, junk, and debris, and excessive overgrowth and vegetation, in the vicinity of other property causing substantial diminution in the value of other property is in violation of Section 22-3.1, City of Chipley Municipal Code and is a nuisance.

9. The property owned by Stephanie L. Brockton, located at 653 Bennett Drive, Chipley, FL 32428, Parcel No# 0000000-00-1062-0000 in its current condition with an abandoned, uninhabited structure in disrepair that is boarded up and in disrepair is in violation of Section 22-3.3, City of Chipley Municipal Code and is a nuisance.

10. Based on these three (3) violations of the City of Chipley Municipal Code, the property owner, Stephanie L. Broxton, is subject to penalties as provided for in the City of Chipley Municipal Code.

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PENALTY

The property owner, Stephanie L. Broxton, is assessed a \$100.00 fine. Additionally, Stephanie Broxton has thirty (30) days from the date of this order to bring the property located at 653 Bennett Drive, Chipley, FL 32428, Parcel No# 0000000-00-1062-0000, 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 an additional fine of fifty dollars (\$50.00) a day until the property is brought into the compliance with the City of Chipley Municipal Code. If the property is assessed fines prior to being brought into compliance, compliance shall require removal of all City of Chipley Municipal Code violations as well as payment of any fines that have been assessed.

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 (2023).

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DONE AND ORDERED this <u>6th</u> day of <u>July</u>, 2023.

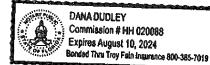
CITY OF CHIPLEY CODE ENFORCEMENT

BY: /s/ SHARMAN R. HIBBERT SPECIAL-MAGISTRATE

STATE OF FLORIDA County of leon

BEFORE ME, the undersigned authority, duly authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day appeared by means of physical presence SHARMIN R. HIBBERT, who is <u>personally known to me</u> or who has produced as identification ______, and who first being duly sworn, deposes and says that she is the person named herein.

Sworn to and subscribed before me this day of July, 2023.



Signature

DUNG Dudley Type/Print Notary name

> Notary Public Commission No. My Commission Expires:

Copies furnished to: Jeremy Mutz, Esq. Officer Tamara Donjuan, Code Enforcement Officer Property Owner Stephanie L. Broxton

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Award of Bid No. 2024-02 - Public Works Building - Solar Panel Project

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, Assistant City Administrator

SUMMARY

The City 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 Florida Department of Agriculture & Consumer Services, Florida's Fiscally Constrained Energy Efficiency Program in the amount of \$200,000.00.

RECOMMENDATION

City Staff recommend approval of Bid award to Alternative Energy Services in the amount of \$88,190.00 contingent upon Florida Department of Agriculture & Consumer Services approval.

ATTACHMENTS

- 1. Engineers Recommendation Letter.
- 2. Bid Advertisement.
- 3. Bid Tabulation.
- 4. Bid Document.

Section H, Item10.



February 8, 2024

Tracy Andrews, City Mayor City of Chipley 1442 W Jackson Avenue Chipley, FL 32428

RE: Recommendation of Award – City of Chipley Public Works Building – Solar Panel Project FDACS Contract 30764

Dear Ms. Andrews:

The City of Chipley advertised an Invitation to Bid (ITB) for the above-referenced project on December 27, 2023, in Washington County News. In addition, the advertisement was emailed to an extensive list of minority contractors to ensure full and fair participation.

On Wednesday, January 31, 2024, shortly after 2:00 PM the bids were opened and read aloud in the Chipley City Hall. A total of two (2) companies responded to the advertisement and submitted sealed bids (see attached bid tabulation).

After reviewing the bids, it appears that *Alternative Energy Services*, *Inc.* is the lowest responsive bidder with a total bid amount of \$88,190.00. This price is within the grant budget and in line with the City's pre-bid cost estimate.

This project is funded through Florida Department of Agriculture and Consumer Services (FDACS)

It is recommended that the City of Chipley award the contract for the Public Works Building – Solar Panel Project to Alternative Energy Services, Inc. in the amount of \$88,190.00, contingent upon FDACS' approval of the award.

If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,

estinue Wiggiis

Destinee Wiggins **Project Engineer**

4428 Lafayette St. Marianna Florida 32446

2541-1 Barrington Circle Tallahassee Florida 32308

Phone (850) 482-3045 Fax (850) 482-3957

melvineng.com



City of Chipley Invitation to Bid - No. 2024-02 Public Works Building – Solar Panel Project

The City of Chipley (City) invites qualified contractors (Contractor) to submit bids for a turn-key photovoltaics (PV) solar panel project. This project involves the installation of a 40-kW solar panel system at the public works building located at 671 Rustin Drive, Chipley, FL. The selected contractor will be responsible for developing detailed designs and engineering plans, specifying solar panels, inverters, mounting structures, and necessary electrical components, adhering to local building codes and regulations.

Bids for these services will be received until **2:00 PM CST, Wednesday, January 31, 2024,** at the City of Chipley City Hall located at 1442 Jackson Avenue, Chipley, FL 32428. At that time, or shortly thereafter the bids received will be opened and read publicly at the City of Chipley Council Meeting Room located within the City Hall.

For additional information and to obtain the project BID documents contact Patrice A. Tanner, City of Chipley, City Administrator, by phone at (850) 638-6350 or Email <u>ptanner@cityofchipley.com</u>.

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CITY CLERK'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE SUBMITTAL IS RECEIVED IN THE CITY CLERK'S OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTAL WILL BE ACCEPTED. FIRM/INDIVIDUALS ARE RESPONSIBLE FOR THE DELIVERY OF ITS SUBMITTAL. SUBMITTALS RECEIVED AFTER THE SPECIFIED DAY AND TIME WILL NOT BE OPENED.

To be considered, the bidder must submit one (1) manually signed original and one (1) hard copy of the SUBMITTAL in a sealed envelope or package, clearly marked with the respondent's name and address, and the words "Invitation to Bid – No. 2024-02 – Solar Panel Project".

"Request for Bids: Public Works Building – Solar Panel Project" addressed to:

Patrice A. Tanner 1442 W Jackson Ave Chipley, FL 32428

Small business and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit proposals, and firms using such subcontractors are strongly encouraged to solicit such firms in the subcontracting process. Any Contracts/subcontracts issued under this procurement must comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR § 200.321.

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 a fee schedule.

EQUAL OPPORTUNITY EMPLOYER HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION

BID DATE: 1/31/2024 Estimated Budget: \$180,000 TIME 2:00pm



City of Chipley Detailed Bid Tabulation Public Works Building - Solar Panel Project

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Alternative Energy Services, Inc.	Add Solar and Electrical, LLC
1	Construct 40-kW Solar System, including installation of PV solar panels with microinverters, racking, electrical wiring, grounding; complete and operable	LS	LS	LS	\$88,190.00	\$139,584.00
	Total Lump Sum Base Bid				\$88,190.00	· · · ·



City of Chipley Invitation to Bid - No. 2024-02 Public Works Building – Solar Panel Project

The City of Chipley (City) invites qualified contractors (Contractor) to submit bids for a turn-key photovoltaics (PV) solar panel project. This project involves the installation of a 40-kW solar panel system at the public works building located at 671 Rustin Drive, Chipley, FL. The selected contractor will be responsible for developing detailed designs and engineering plans, specifying solar panels, inverters, mounting structures, and necessary electrical components, adhering to local building codes and regulations.

Bids for these services will be received until **2:00 PM CST, Wednesday, January 31, 2024,** at the City of Chipley City Hall located at 1442 Jackson Avenue, Chipley, FL 32428. At that time, or shortly thereafter the bids received will be opened and read publicly at the City of Chipley Council Meeting Room located within the City Hall.

For additional information and to obtain the project BID documents contact Patrice A. Tanner, City of Chipley, City Administrator, by phone at (850) 638-6350 or Email <u>ptanner@cityofchipley.com</u>.

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To be considered, the bidder must submit one (1) manually signed original and one (1) hard copy of the SUBMITTAL in a sealed envelope or package, clearly marked with the respondent's name and address, and the words "Invitation to Bid – No. 2024-02 – Solar Panel Project".

"Request for Bids: Public Works Building – Solar Panel Project" addressed to:

Patrice A. Tanner 1442 W Jackson Ave Chipley, FL 32428

Small business and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit proposals, and firms using such subcontractors are strongly encouraged to solicit such firms in the subcontracting process. Any Contracts/subcontracts issued under this procurement must comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR § 200.321.

SPECIAL NOTE:

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EQUAL OPPORTUNITY EMPLOYER HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION

Project Bid Contract and Bid Documents Public Works Building – Solar Panel Project

Note: The use of a Contractor or Sub-Contractor that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at <u>www.sam.gov.</u> It is the sole responsibility of the CONTRACTOR to ensure that any subcontractor(s) or sub-consultant(s) are in good standing with the OFCCP and not on the debarment list.

Solicitation Documents

The complete BID information package can be obtained from Patrice A. Tanner, City of Chipley, by email at ptanner@cityofchipley.com. The following table outlines the specifics for this BID, and all Exhibits are incorporated in this BID, and will be incorporated into any agreement that may arise from this REQUEST:

Section 1	Introduction
Section 2	Scope of Work/Services
Section 3	Procurement Rules and Information
Section 4	Evaluations
Section 5	Contract Terms
Exhibit A	Information (Cover) Sheet
Exhibit B	Contact for Contract Administration
Exhibit C	Sworn Statement on Public Entity Crimes
Exhibit D	Drug Free Workplace Certification
Exhibit E	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Exhibit F	BID Sheet & Addendum Acknowledgement
Exhibit G	44 CFR, Appendix A, Part 18
Exhibit H	Byrd Anti-Lobbying Certification
Exhibit I	Qualifications Statement
Exhibit J	Sample Contract
Exhibit K	2 CFR 200 and Special Conditions
Exhibit L	Subcontracting
Exhibit M	Project Map

SECTION 1 – INTRODUCTION

1.1 <u>Overview:</u>

Contractors are required to comply with all provisions of Federal, State, and County laws and Ordinances, rules and regulations, which are applicable to the project. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof. For Federal projects, the City shall follow 2 CFR 200.319-320.

The Contractor shall also hold a current license to conduct work in the State of Florida. They shall also maintain "In Effect" any and all licenses required to successfully accomplish the task required in the Request for Bids. It is the Contractors responsibility to ascertain what licenses are required, and to ensure that they in fact currently have or obtain, before start of work, the proper licensure for the job.

The Contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by the state and federal government.

When applicable, the City intends to seek reimbursement from the Florida Department of Agriculture and Consumer Sciences (FDACS) for any contract resulting from this BID. This solicitation is either partially or fully federally grant funded. Respondents shall comply with the clauses set forth in Exhibit K.

All work must be completed and accepted by August 31, 2024, in order to meet the grant deadline.

1.2 **Project Background:**

The project proposes the installation of solar panels at the City of Chipley Public Works Facility located at 671 Rustin Drive to offset increasing energy costs, improve energy resilience, and reduce the city's environmental footprint. By harnessing renewable energy, this project will lower operational expenses and align with Chipley's sustainability goals, contributing to a more environmentally friendly community. The City is a small rural community and part of Washington County, which is a fiscally constrained County as defined by Florida Statutes. The City is also part of the State Rural Area of Opportunity (RAO). It is imperative to operate the facility as economically as possible, in order to continue to provide services, the City needs to implement practices and features that reduce costs of operation. This project is a solar panel project which will reduce reliance on fossil fuel and reduce the City's carbon footprint. These reductions will offset negative impacts on the public. Further it is estimated to create a reduction in energy and maintenance costs by 50 to 65%, over the traditional power consumption. All work must be completed and accepted by August 31, 2024.

1.3 Project Objectives:

- Objective 1: Reduce energy costs to the City of Chipley at the Public Works Facility.
- Objective 2: Reduce the City of Chipley's carbon footprint by utilizing alternative energy.

Objective 3: Improve the City of Chipley's sustainability and resiliency.

SECTION 2 – SCOPE OF WORK/SERVICES

2.1 <u>Description of Work/Services:</u>

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 10 years	Warranty covering defects in materials or workmanship, with replacement or repair as necessary.

2.2 <u>Schedule of Services:</u>

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.

SECTION 3 – PROCUREMENT RULES AND INFORMATION

3.1 BID Point of Contact:

The following person has been designated the Point of Contact for this BID:

City of Chipley Patrice A. Tanner 1442 W Jackson Ave Chipley, FL 32428 <u>ptanner@cityofchipley.com</u>

All questions regarding this BID should be directed in writing via email to <u>ptanner@cityofchipley.com</u>. Questions shall be submitted no later than 12:00 noon CST on January 23rd, 2024. Any questions submitted after that date and time will not be answered. All questions submitted prior to that date and time will be reviewed and answered. If applicable, answers citing the question asked, but not identifying the questioner, will be distributed to all known prospective CONTRACTORS.

Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the BID or its amendments are binding, but any oral communications are not.

3.2 <u>Pre-bid Meeting:</u>

There will be no pre-bid meeting for this project.

3.3 <u>Site Visit:</u>

Bidders are encouraged to visit the project site prior to submitting a bid. The project site is open for visitation weekdays at 692 Rustin Drive Chipley, FL. 32428.

3.4 <u>Bonds:</u>

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The City reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

Prior to signing the Contract, the selected Contractor will secure and post a Public Construction Bond pursuant to Section 255.05 of Florida Statues. All such bonds shall be issued by a Surety acceptable to the City. The City will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

3.5 Addenda:

If any addenda are issued after the initial specifications are released, the City will post the addenda via email to registered plan holders of the bid documents.

It is the responsibility of the bidder prior to submission to ensure that they are a registered plan holder with the City of Chipley or contact the City of Chipley to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet in Exhibit F.

3.6 <u>Submission of Proposal:</u>

These documents constitute the complete set of specification requirements and proposal forms. The BID, including all proposal sheets and attachments, must be filled in, executed, and submitted in a sealed envelope bearing the BID name on the outside and mailed or presented to the City of Chipley on or before the specified time and date. The face envelope shall contain the return address, the date and time of BID opening, and the BID name and title.

3.7 <u>BID Opening</u>: Proposals must be received by 2:00 PM CST, January 31, 2024, at 1442 W Jackson Ave, Chipley, FL 32428 and will be opened thereafter at the time and location indicated on the advertisement. Proposals received after the deadline will be rejected and returned unopened.

3.8 Cost of Preparing Submittal:

The City of Chipley is not liable for any costs incurred by a CONTRACTOR in responding to this BID.

3.9 **Disposal of Proposals:**

All Proposals shall be subject to retention and disclosure in accordance with law.

3.10 Discretion of City of Chipley:

The City reserves the right to accept or reject any and all bids as may be deemed necessary by the City to be in its best interest. The City further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive,

or conditional bids. The City reserves the right to reject any bid if the City believes that it would not be in the best interest of the City to select the CONRACTOR because the BID is not responsive or the CONTRACTOR is not responsible, or the CONTRACTOR is unqualified or lacks financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive CONTRACTOR who submits the lowest price. If the City and the lowest CONTRACTOR cannot negotiate a contract, the City may, in its sole discretion, terminate such negotiations and begin negotiations with the qualified, responsible, and responsive CONTRACTOR who submits the next lowest price. The City may, in its sole discretion, elect to continue the process for negotiating with each next lowest CONTRACTOR until a contract is successfully negotiated. No firm shall have any rights against the City arising from this REQUEST or such negotiations.

3.11 Questions on BID:

All questions regarding this BID shall be submitted by **12:00 noon CST on January 23rd, 2024,** in writing via email addressed to <u>ptanner@cityofchipley.com</u>.

3.12 Verbal Communications:

No negotiations, decisions, or actions shall be initiated or executed by a CONTRACTOR as a result of any discussions with any City employee. This BID and any addenda thereto shall comprise the entire solicitation and CONTRACTORs may not rely on any other communications related to this solicitation in the submission of proposals. Only those communications from CONTRACTORs which are signed, and in writing, will be recognized by the City as duly, authorized expressions on behalf of the CONTRACTOR.

3.13 Insurance Requirements:

As applicable, the awarded CONTRACTOR(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the CONTRACTOR is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the CONTRACTOR's insurance coverage, policies or capabilities may be grounds for rejection of the BID proposal and rescission of any ensuing agreement.

The CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by the United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect the City by naming the City as an additional insured under the policy or certificate.

3.14 **Public Entity Crimes Statement:**

CONTRACTORs must sign & complete the Public Entity Crime Sworn Statement attached to and made a part of the BID. In accordance with Section 287.133, F.S., a

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person or affiliate who has been placed on the convicted list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, consultant, supplier, or subcontractor, 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, F.S., for Category 2 for a period of 36 months from the date of being placed on the convicted list.

3.15 Liability/Indemnity/Hold Harmless Agreement:

The selected CONTRACTOR shall be liable for and by written agreement agrees to protect, defend, indemnify, and hold harmless City, the State of Florida, and the United States Government, and its officers, employees and agents, from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind, including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the selected CONTRACTOR, under the REQUEST or the terms of any agreement that may arise from the REQUEST. Without limiting, the foregoing, any and all such claims, suits or other actions relating to personal injury, death, damage to property defects in materials or workmanship, actual or alleged violations of any applicable Statue, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

3.16 Drug Free Workplace:

The CONTRACTOR must complete the City's Drug Free Workplace Certification form, attached to and made part of the BID. According to Section 287.087, F.S., whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the state or by a political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied CONTRACTORs have a drug-free workplace program.

3.17 <u>Termination for Cause:</u>

If through any cause the selected CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under any agreement that may arise from this BID, or if the selected CONTRACTOR shall violate any of the provisions of any agreement that may arise from this BID, City may upon written notice to the selected CONTRACTOR terminate the right of the selected CONTRACTOR to proceed under any agreement that may arise from this BID, or with such part or parts of any agreement that may arise from this BID as to which there has been default, and may hold the selected CONTRACTOR liable for any damages caused by reason of such default and termination. In the event of such termination, any completed services shall, at the option of the City, become the property of City and the selected CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The selected CONTRACTOR, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach, and the City may withhold any payments for the purpose of setoff until such time as the amount of damages due to the City from the selected CONTRACTOR can be determined.

3.18 <u>Termination for Convenience:</u>

City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the selected CONTRACTOR thirty (30) days prior to the effective date of such cancellation.

3.19 Subject to Authorization and Funding:

The selected CONTRACTOR shall not perform any services without the express prior written approval of the City, which approval shall be in the form of a written task order. Fees and costs associated with any services which were not expressly authorized by the City in a written task order shall not be paid by the City.

The City's performance and obligation to pay for any services performed under this BID or the terms of any agreement that may arise from this BID is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds. Payments funded with State or Federal Funds must be appropriated and available, and the selected CONTRACTOR must comply with and satisfy all State and Federal laws, rules, regulations, and requirements in order to be entitled to such payments.

3.20 Records/Audit:

The CONTRACTOR acknowledges and agrees that the records related to any services performed under this BID will be public records subject to retention and disclosure in accordance with Florida law.

3.21 Eligibility:

If applicable, the CONTRACTOR must first register with the Department of State of the State of Florida, in accordance with Florida State Statues, prior to entering a contract with the City.

3.22 Contract:

The selected CONTRACTOR shall enter into an agreement with the City, which shall include all of the terms of this BID, including Exhibits, and all other terms required by the County, State, and Federal government.

SECTION 4 – EVALUATIONS

4.1 Basis of Bid

Bids will be considered only from firms engaged in providing the equipment and services specified herein. CONTRACTOR must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient delivery of the items, or they must be able to show that they have the ways and means to fulfill the obligations of service or other services related to the product/service.

AWARD OF BID: The City reserves the right to award any and all bids to the "Lowest Responsible and Responsive CONTRACTOR." The term Lowest Responsible and Responsive CONTRACTOR is defined below. The City also reserves the right to award the contract to more than one CONTRACTOR, on a split order or lump sum basis, as determined to be in the best interest of the City.

RESPONSIBLE CONTRACTOR: The word "responsible" generally includes attributes of trustworthiness; fitness and capacity of low CONTRACTOR to satisfactory perform the proposed work or supply the required materials.

RESPONSIVE CONTRACTOR: The word "responsive" is generally interpreted to mean the CONTRACTOR has met the minimum requirements and specifications of the BID solicitation.

BIDDING MATERIALS OR ITEMS: All materials and parts shall be BID F.O.B. destination defined in the Request for BID packet.

4.2 Bid Checklist:

Please submit the items on the following list and any other items required by any section of this invitation to bid. The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

- _____ Information (Cover) Sheet
- _____ Contact for Contract Administration
- _____ Sworn Statement on Public Entity Crimes
- _____ Drug Free Workplace Certification
- _____ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exc.
- _____ BID Sheet & Addendum Acknowledgement
- _____ 44 CFR, Appendix A, Part 18
- _____ Byrd Anti-Lobbying Certification
- _____ Subcontracting Forms
- _____ Contractor License
- Proof of Insurance
- _____ Qualifications Statement

SECTION 5 – CONTRACT TERMS

5.1 <u>Term of Contract:</u>

The terms of any agreement from this Invitation to BID will be for a period from the date of award until September 30, 2024, or until the contract terms have been fulfilled by the contractor, whichever is sooner. The City may, at its sole discretion, choose to extend the contract term.

5.2 Non-Exclusive Contract / Additional Services:

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may at any time secure similar or identical Services at its sole option. The City may require additional items or services not specifically listed in the contract. The CONTRACTOR agrees to provide such items or services and provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices of their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other CONTRACTORs, or to cancel the contract upon giving the CONTRACTOR thirty (30) days' written notice.

5.3 <u>Warranty:</u>

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

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.

Exhibit A – Information (Cover) Sheet

The following information will be provided to City for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state and/or federal government.

Legal Name of Business:	Trade Name (DBA):
Former Names of Business (if any):	Federal Identification Number (EIN/SSN):
Organization Type:	Liability Company 🗌 Partnership
Sole Proprietorship Other:	
Type of Corporation: [] "For Profit" o	r 🔲 "Not for Profit"
Corporate Address:	
Post Office Box:	_ City, State, Zip:
Street Address:	_ City, State, Zip:
(Please provide post office box and stree also for recorded instruments involving land)	t address for mail and/or express delivery;)
s business registered in the State of Flo f No, in which state is the business regis	
Authorized to transact business in the St s business in good standing:	tate of Florida? ☐ Yes or ☐No ☐ Yes or ☐No
List of all material Officers, Directors, M	embers. and/or Managers:
Name:	-
Name:	
Name:	
Name:	
Name:	Title:
Name:	
	n the instrument on behalf of the company:
Name:	Title:

2

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

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Exhibit B

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME:	
TITLE:	
COMPANY NAME:	
ADDRESS:	
PHONE:	
FAX:	
E-MAIL:	
SIGNATURE:	

Exhibit C

SWORN STATEMENT UNDER FLORIDA STATUTE SECTION 287.133 (3) (A) ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement	is submitted with Bid, Proposal, or	Contract for		
2.	This sworn statement	is submitted by (entity),		,	
	whose	business	address . and	is, I (if applicable)	
	Federal Employer Identification Number (FEIN) is (if the entity han o FEIN, include the Social Security Number of the individual signing this sworn statement).				
3.	My name is entity named above i	<u></u> S	and my re (title).	lationship to the	

- 4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any BIDor contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- 5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), <u>Florida Statutes</u>, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in paragraph 287.133 (1) (e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

○ Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted CONTRACTOR list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted CONTRACTOR list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted CONTRACTOR list. (Please describe any action taken by, or pending with, the department of General Services)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Signature

Date

STATE OF FLORIDA	
COUNTY OF:	

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of ______, 20_, and is personally known to me, or has provided ______

identification.

Notary Public

My Commission expires:

as

Exhibit D

DRUG FREE WORKPLACE CERTIFICATION (This form must be completed and attached to proposal)

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie responses will be followed in none of the tied providers has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities of contractual services that are under BID a copy of the statement specified in paragraph #1.
- 4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5. Impose a sanction on any employee who is convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

Exhibit E

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor, ______, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Contractor

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

Exhibit F BID SHEET & ADDENDUM ACKNOWLEDGEMENT

Public Works Building – Solar Panel Project

CONTRACTOR Instructions: CONTRACTOR's total cost shall include the total cost to provide a turnkey project to the City that is inclusive of all labor, material, equipment and incidentals for the design and construction of the PV solar panel system needed to maximize onsite renewable energy generation at the Public Works Building.

Note: To ensure an item's acceptability, CONTRACTOR should submit information on the proposed item at least 10 days prior to the BID due date for review and approval by the City. Submit the request for approval to Patrice A. Tanner at <u>ptanner@cityofchipley.com</u>.

BASE	BID SUMMARY				
ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL COST	MINIMUM SPECIFICATIONS
1	Construct 40-kW Solar System, including installation of PV solar panels with microinverters, racking, electrical wiring, grounding; complete and operable	LS	LS		See Section 2.1 for specifications.
	TC	TAL BA	SE BID		

Bid	Ν	ote	es:

Total BID in Figures

Total BID in Words

19

Public Works Building – Solar Panel Project

Respectfully	Respectfully Submitted By:		
Signa	iture:		
Print	Name:		
Comp	bany Name:		
Telep	hone:		
Email	:		
Date:			

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO	DATED
ADDENDUM NO	DATED

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 638-6350 and ask for Patrice A. Tanner or email <u>ptanner@cityofchipley.com</u> prior to submitting your bid to ensure that you have received addendums.

Exhibit G

44 C.F.R. APPENDIX A, 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 certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor ______c Certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit H

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, ______ certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all

subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Exhibit I Qualifications Statement

BID NAME: Public Works Building – Solar Panel Project

List at least three references for work of a similar nature performed within the last three years.

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Exhibit J Sample Contract

City of Chipley

Public Works Building – Solar Panel Project

This Contract, dated ______ is between the **City of Chipley**, located at 1442 W Jackson Ave, Chipley, FL 32428 ("City"), and Vendor Name, located at Vendor Address, City, State, Zip ("Contractor").

1. Scope of Work

Work shall be performed in accordance with Exhibit 2 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 3, to the extent they are not inconsistent with this Agreement.

The project may be reimbursed by grant funds from the 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>September 30, 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. Contract Price

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 Assistant 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.

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 at the discretion of the City.

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.

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, 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. Independent Contractor

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 Manger 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. Records / Audits

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 Manager 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. <u>Warranty</u>

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 www.sam.gov.

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>Insurance</u>

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the City's Insurance Requirements.

17. Hold Harmless and Indemnification

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.

18. 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.

19. <u>Notices</u>

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:

Attn: Patrice A. Tanner

1442 W Jackson Ave, Chipley, FL 32428

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.

For the Contractor: TBD

20. 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.

21. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

22. 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.

23. <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.

24. 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 by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

25. <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.

26. 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.

27. <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.

28. Governing Law & Venue

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 Jackson County, Florida.

[SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Contract as of this ______ day of ____, 2024.

Executed by:

City of Chipley, FL

By Tracy Andrews, City Mayor

Attest:

Patrice A. Tanner, Assistant City Administrator

	CONTRACTOR
	By: (Authorized Representative)
	Its:
ATTEST:	
presenceonline notarization, this Position), who is personally known to n	edged before me by means of physical s (Date) by (Name and Title of ne or who has produced _(Type of Identification) as identification.
Signature of Notary Public Printed Name: Commission No.: Expiration Date:	Stamp:

Section H, Item10.

Exhibit 2 Scope of Work

To be inserted upon Contract Award

Exhibit K 2 CFR 200 and Special Conditions

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

1. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon

each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

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 of 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.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

All construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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.

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.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and

Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

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 basic 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 receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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 request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (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. Rights to Inventions Made Under a Contract or Agreement

Not Applicable to this Agreement.

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

6. <u>Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C.</u> <u>1251 et seq.), as amended</u>

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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 these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of

its principal employees.

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, its principals (defined at 2

C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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 County. 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 state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The respondent 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 respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. <u>Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and</u> Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))

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 County and understands and agrees that the County 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 these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

10. <u>Compliance with all Federal statutes relating to nondiscrimination.</u>

These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.

11. <u>Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance</u> and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)

Which provide for fair and equitable treatment of persons displaced or whose property is acquired

as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)

Which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

14. <u>Compliance with environmental standards which may be prescribed to the following:</u>

(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)

Related to protecting components or potential components of the national wild and scenic rivers system.

16. <u>Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended</u> (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the <u>Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)</u>

17. Compliance with P.L. 93-348

Regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. <u>Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7</u> <u>U.S.C. 2131 et seq.)</u>

Pertaining to the care, handling, and treatment of warm bloodied animals held for research, teaching, or other activities supported by this Agreement.

19. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)

Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

- 20. <u>Compliance with the mandatory standards and policies relating to energy efficiency which</u> are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 21. Assist the Commission in complying with the State Energy Conservation Program as <u>described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance</u> <u>issued by the U.S. Department of Energy and subsequent guidance issued by the U.S.</u> <u>Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well</u>

as those regulations concerning the use of oil overcharge recovery funds.

22. <u>The Commission reserves the right to transfer equipment acquired under this grant as</u> <u>provided in Title 10, Part 600.117</u>. <u>The City can obtain a release of this right upon</u> <u>application containing certain commitments</u>.

23. <u>Compliance with the Buy American Act (41 U.S.C. 10a-10c)</u>

Contractor agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Contractor should review the provisions of the Act to ensure that expenditures made under this BID are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American made.

24. <u>Preservation of open and competition and government neutrality towards contractors' labor</u> relations on federally funded construction projects

a. Unless in conflict with State or local laws, City must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. <u>Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the</u> <u>American Recovery and Reinvestment Act of 2009.</u>

26. <u>Segregation of Costs</u>

City must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

27. False Claims Act

City and Contractor shall promptly refer to the Department of Energy (DOE) or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

Exhibit L Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the City's approval but provides the City with information on proposed subcontractors for review.

Please complete a <u>separate sheet</u> for each subcontractor.

There will be subcontractors for this solicitation YES	NO	(place a check
where applicable). If no, Respondents are not required to	complete	the remainder of this
form.		

Service:			
Company Name:			
Contact:			
Address:			
Telephone:			
Fax:			
	,		ran, or minority owned small
business enterprise:	Yes	_No	
W-9 verification:	Yes	_No	
In a job description for based on the technical		•	and duties of the subcontractor ned in this solicitation.

CITY OF CHIPLEY STAFF REPORT

SUBJECT: Mongoven Building Demolition Contract-Break-N-Ground, LLC

MEETING DATE

Tuesday, February 13, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

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.

RECOMMENDATION

City Staff recommend approval of the Mongoven Building Demolition contract with Break-N-Ground, LLC in the amount of \$273,500.00.

ATTACHMENTS

- 1. Contract.
- 2. Contract Documents and Specifications.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between _	City of Chipley	("Owner") and
	Break-N-Ground, LLC.	("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: This project includes the selective demolition of a two story 6,000 sq./ft building known as the Mongoven Building located at 687 5th Street, Chipley, FL 32428. Demolition shall include removal of on-site utilities, removal of all debris and clearing of the first floor in anticipation of future work. During the demolition process the Contractor shall preserve a few historic items, a portion of the entrance, as well as the lower portion of the southern, eastern, western exterior walls. Any existing utility service(s) shall be terminated and capped at right-of-way.

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Selective demolition of the Mongoven Building located at 687 5th Street in Chipley, FL.**

ARTICLE 2—ENGINEER

- 3.01 The Owner has retained **David H. Melvin, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 3—CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
 - A. The Work will be substantially complete within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner **<u>\$425</u>** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner <u>\$200</u> for each day that expires after such time until the Work is completed and ready for final payment.
 - 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the <u>5th</u> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to <u>100</u> percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less <u>200</u> percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 Final Payment
 - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
 - A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 Interest
 - A. All amounts not paid when due will bear interest at the rate of **<u>0</u>** percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

- 7.01 Contents
 - A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).

- 6. Drawings (not attached but incorporated by reference) consisting of ______ sheets with each sheet bearing the following general title: ______.
- 7. Contractor's Bid
- 8. Addenda (numbers _____ to ____, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

- 8.01 *Contractor's Representations*
 - A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

C-520

- 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 8.03 Standard General Conditions
 - A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC[®] C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

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Owner:	Contractor:	
City of Chipley	Break-N-Ground, LLC.	
(typed or printed name of organization)	(typed or printed name of organization)	
Ву:	Ву:	
(individual's signature)	(individual's signature)	
Date:	Date:	
(date signed)	(date signed)	
Name: <u>Tracy L. Andrews</u>	Name: Richey Williams	
(typed or printed)	(typed or printed)	
Title: Mayor	Title: Project Mgr/Estimator	
(typed or printed)	(typed or printed) (If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)	
Attest:	Attest:	
(individual's signature)	(individual's signature)	
Title:	Title:	
(typed or printed)	(typed or printed)	
Address for giving notices:	Address for giving notices:	
1442 Jackson Avenue	11803 Highway 77	
Chipley, FL 32428	Southport, FL 32409	
Designated Representative:	Designated Representative:	
Name: Patrice Tanner	Name: Richey Williams	
(typed or printed)	(typed or printed)	
Title: City Administrator	Title: Project Mgr/Estimator	
(typed or printed)	(typed or printed)	
Address:	Address:	
1442 Jackson Avenue	11803 Highway 77	
Chipley, FL 32428	Southport, FL 32409	
 Phone: (850) 638-6350	Phone: (850) 451-8551	
· · · · · · · · · · · · · · · · · · ·	Email: richey1422@icloud.com	
Email: <u>ptanner@cityofchipley.com</u> (If [Type of Entity] is a corporation, attach evidence of		
authority to sign. If [Type of Entity] is a public body,	License No.: CGC 1531365	
attach evidence of authority to sign and resolution or	(where applicable)	
other documents authorizing execution of this Agreement.)	State: Florida	

Section H, Item11.

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CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, ______, the duly authorized and acting

legal representative of ______ City_of_Chipley______do hereby

certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly authorized; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

BID PROPOSAL CONTRACT DOCUMENTS AND SPECIFICATIONS FOR



CITY OF CHIPLEY 687 5TH STREET (MONGOVEN BUILDING) -SELECTIVE DEMOLITION

PREPARED FOR:

CITY OF CHIPLEY, FLORIDA

Tracy Andrews, Mayor Kevin Russell, Mayor Pro Tem Cheryl McCall Kristin Martin Linda Cain City Administrator

FUNDED BY:

Florida Department of Commerce CDBG-DR Grant No. M0041

PREPARED BY:



4428 Lafayette Street Marianna, Florida 32446 Phone (850) 482-3045 Fax (850) 482-3957 EB-0005637



Released for Bidding: 11.15.2023

T-100 DEMOLITION NOTES

1. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner, in accordance with local, state, and federal regulations. The contractor shall ensure strict adherence to safety protocols and regulations, including the provision of necessary safety gear and training for all personnel involved in the demolition.

2. The contractor shall establish and maintain site security measures to prevent unauthorized access to the demolition area and ensure public safety during the project.

3. An emergency response plan, including procedures for handling accidents or unexpected situations, should be prepared and communicated to all personnel involved.

<u>4.</u> The contractor shall also be responsible for submitting and obtaining all necessary permits for the demolition of the site. The contractor shall arrange for necessary inspections by relevant authorities and obtain final approvals upon completion of the demolition in accordance with local and state regulations.

5. The Contractor shall review and familiarize themselves with any Environmental Report or Asbestos Survey Report included in the Construction Document Specifications. All demolition shall be conducted in a manner consistent with the recommendations in said reports and applicable local, state, and federal regulations.

6. All structures, structure foundations, underground piping, asphalt, concrete, lime-rock (or other base material), and other improvements identified in the plans shall be removed from the project site. Salvage items shall be defined by the Owner's Representative and the Construction Document Specifications.

7. The contractor shall ensure that all existing utility services to the site, including but not limited to sanitary sewer, potable water, electric, natural gas, and communications, are properly placed out of service before initiating any demolition activities. All utilities placed out of service shall be terminated at the right-of-way line and capped as required by the Utility Owner.

8. Existing pavement and sidewalk edges bordering the demolition area are to be saw-cut to provide a clean, smooth transition.

9. The contractor shall implement any necessary measures to minimize noise and dust pollution in surrounding areas during demolition activities to mitigate inconvenience to nearby residents or businesses.

10. All existing trees and vegetation are to remain unless otherwise noted.

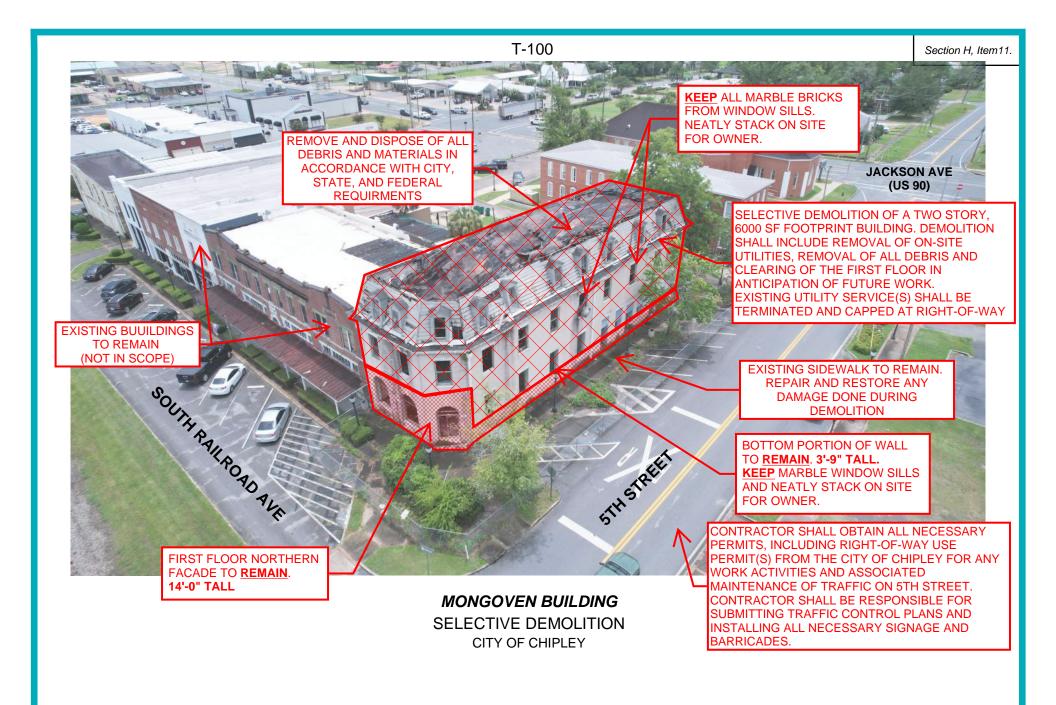
11. The contractor shall be responsible for implementing any necessary erosion and sediment control measures during demolition to prevent the off-site discharge of sediments or other site debris during the project's duration.

12. All areas disturbed during demolition shall be seeded and mulched within 7 days of the completion of the demolition activities.

13. The contractor shall be responsible for developing and implementing any necessary traffic control plans required for the proposed demolition activities. The proposed traffic control plan shall be developed by an individual with the appropriate license issued by the Florida Department of Transportation, and all proposed plans shall be submitted to the local or state agency for approval prior to implementation.



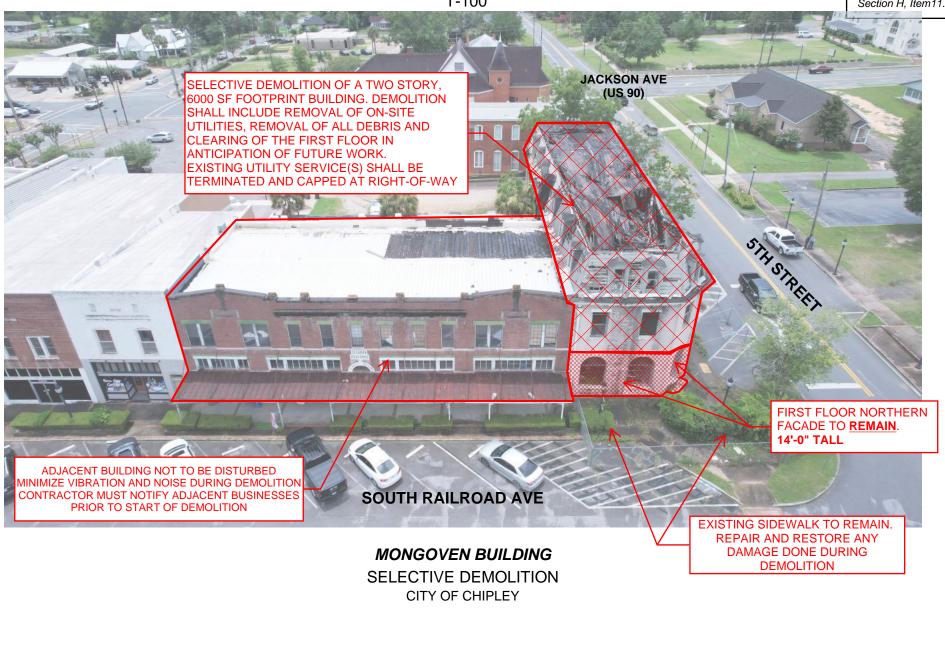
MONGOVEN BUILDING SELECTIVE DEMOLITION CITY OF CHIPLEY





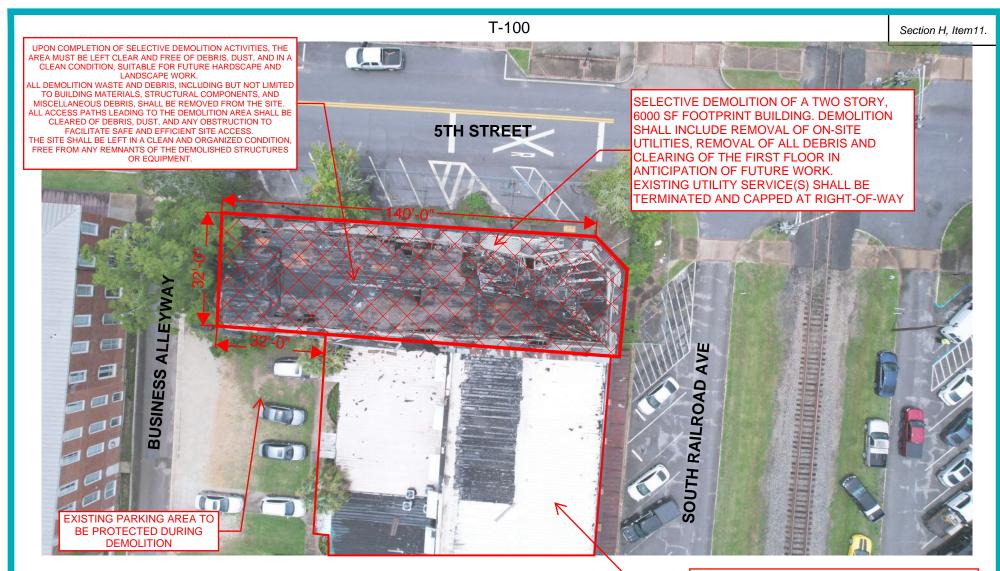
T-100

Section H, Item11.





SHT. 3 OF 13

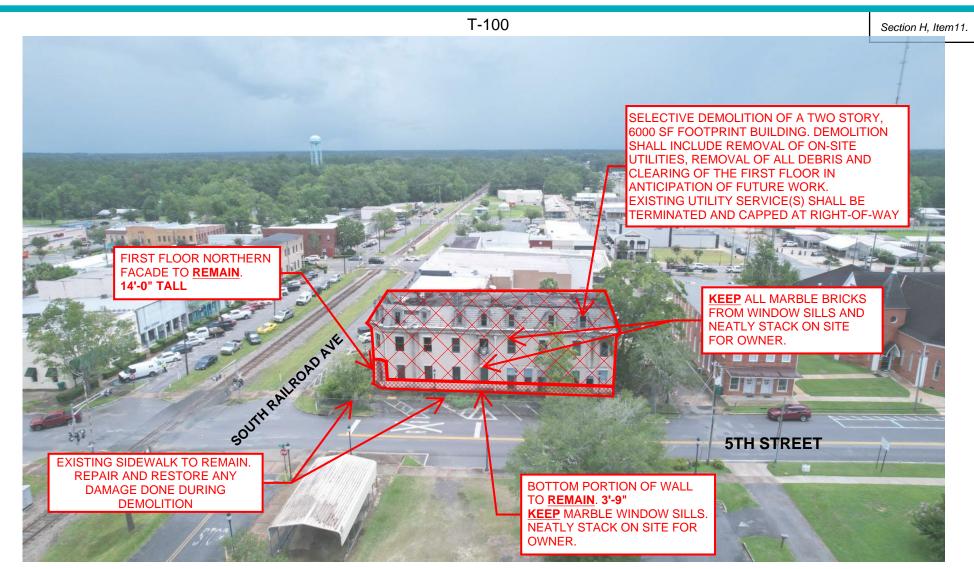


MONGOVEN BUILDING SELECTIVE DEMOLITION CITY OF CHIPLEY

ADJACENT BUILDING NOT IN SCOPE. MINIMIZE VIBRATION AND NOISE DURING DEMOLITION CONTRACTOR MUST NOTIFY ADJACENT BUSINESSES PRIOR TO START OF DEMOLITION



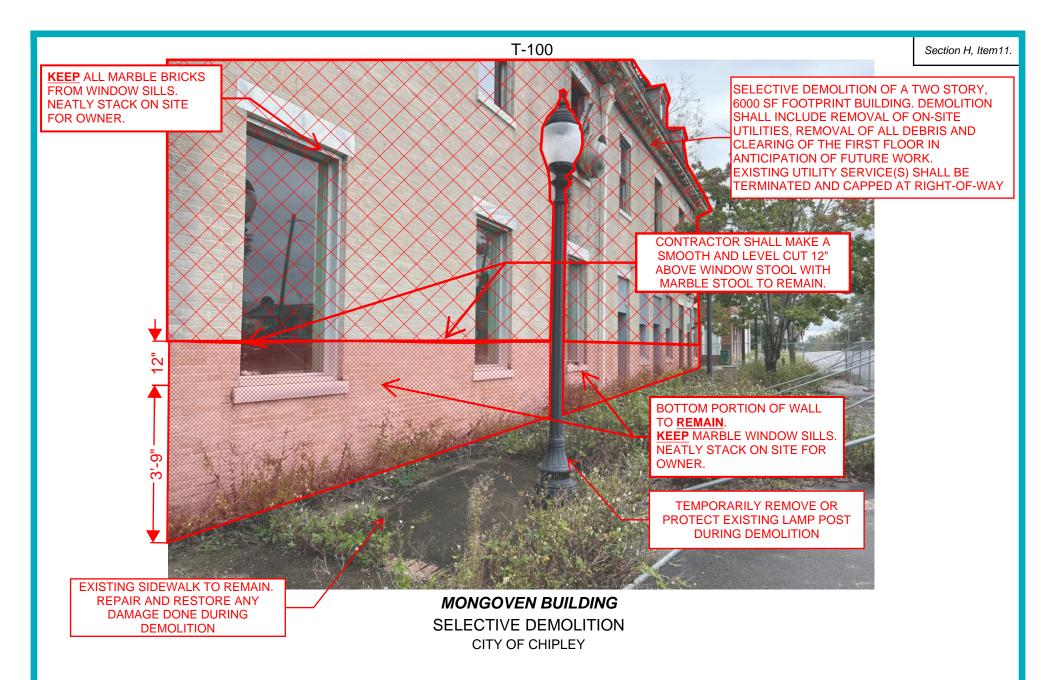
SHT. 4 OF 13



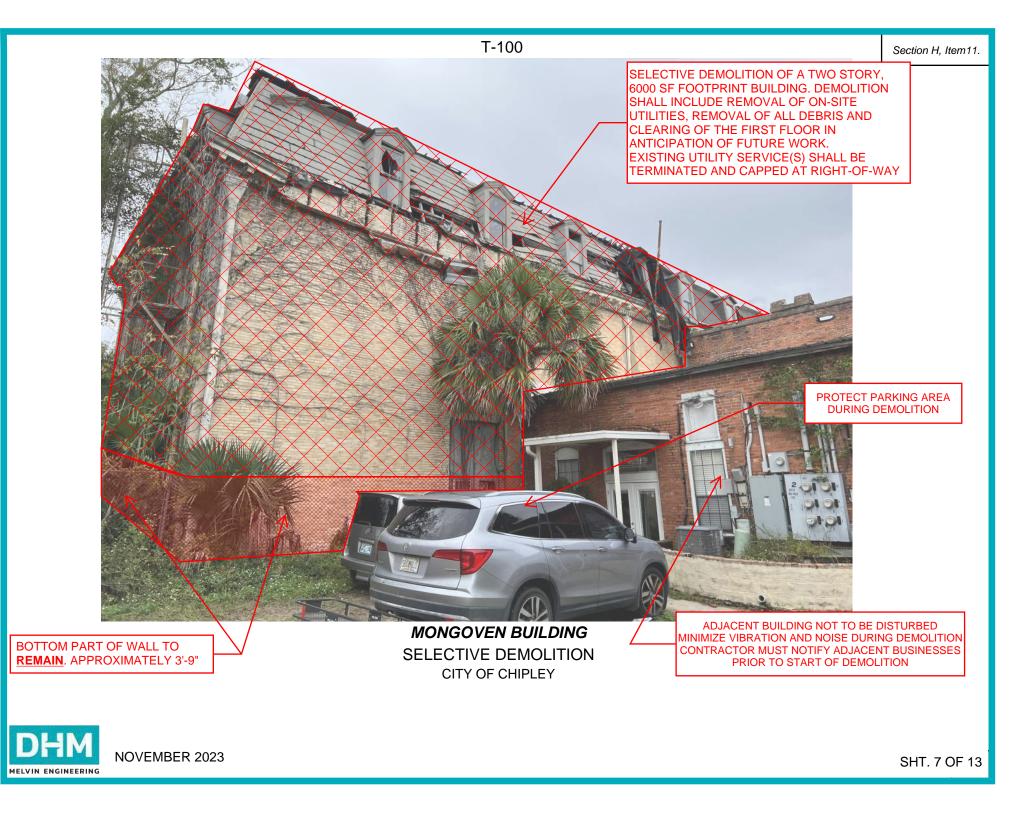
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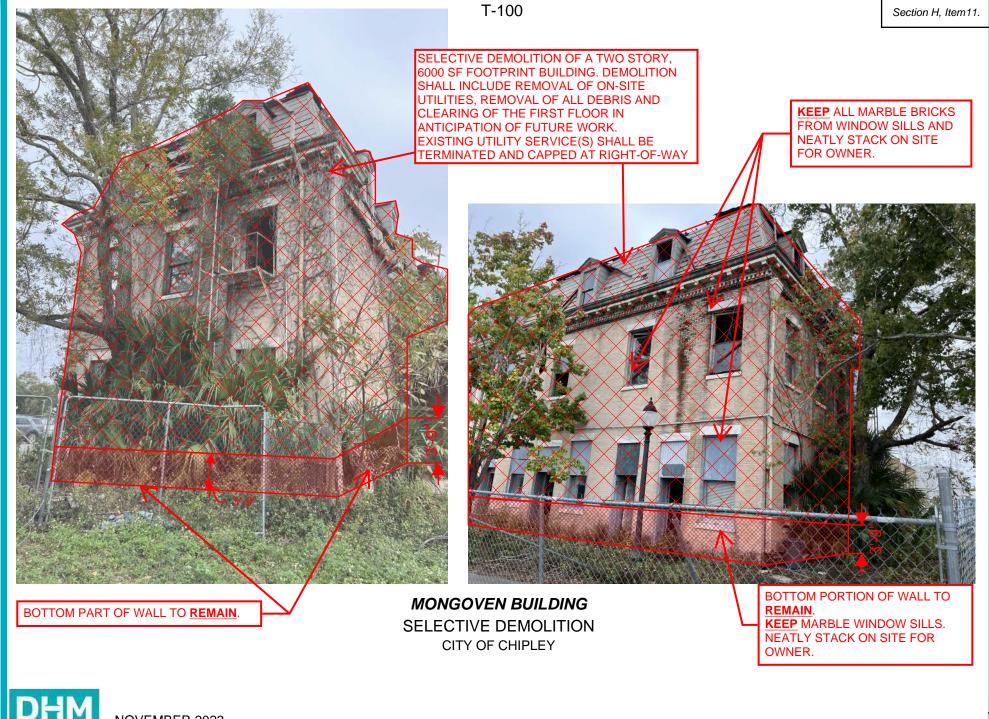


SHT. 5 OF 13









NOVEMBER 2023

MELVIN ENGINEERING

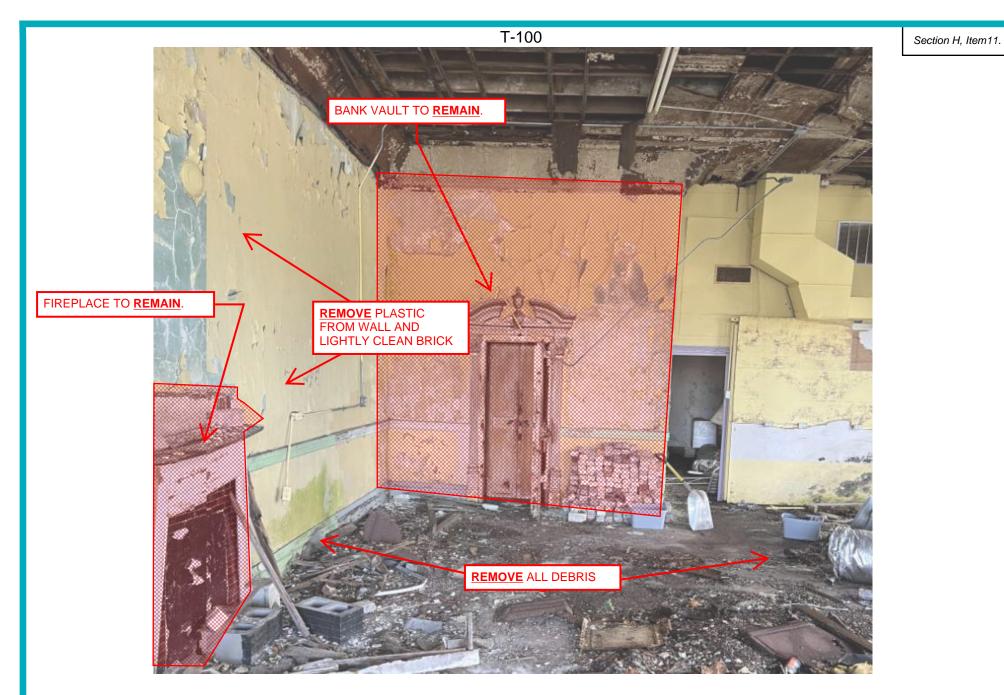
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MONGOVEN BUILDING SELECTIVE DEMOLITION CITY OF CHIPLEY



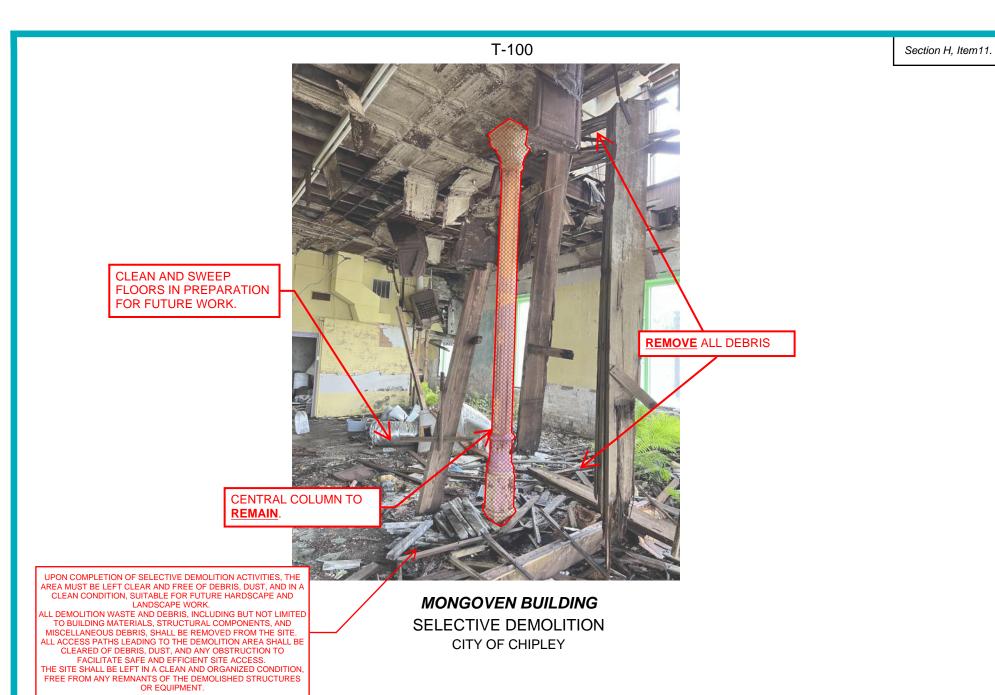
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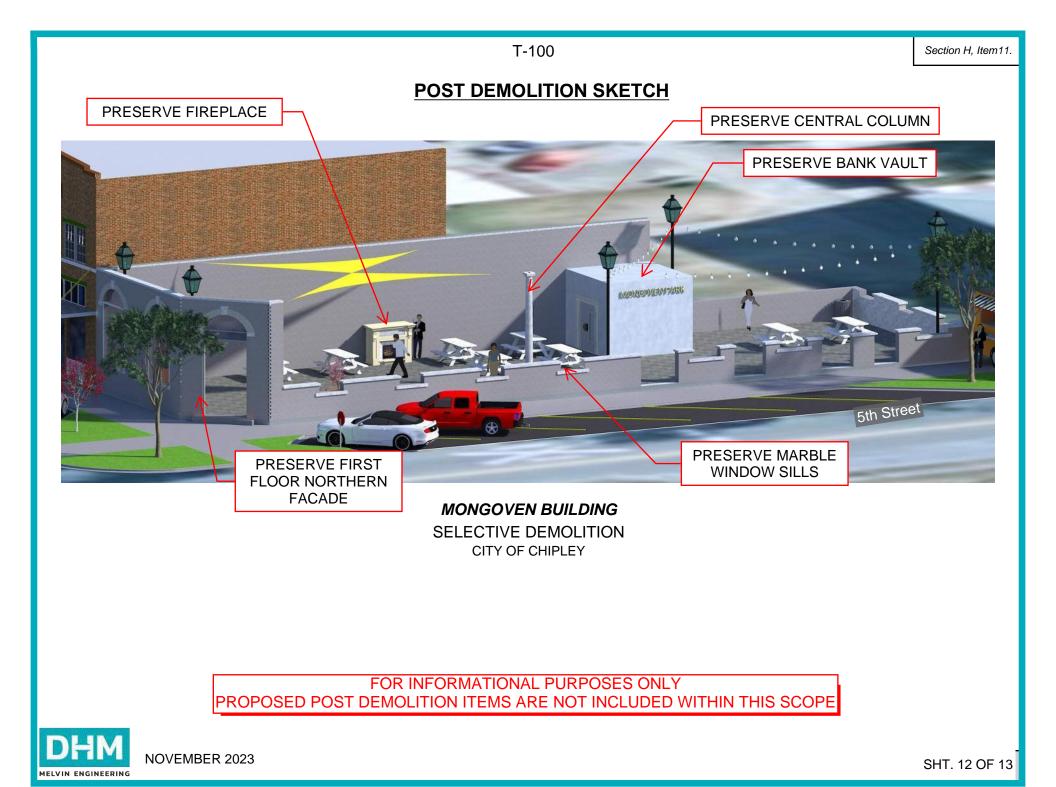
MONGOVEN BUILDING SELECTIVE DEMOLITION CITY OF CHIPLEY

SHT. 10 OF 13



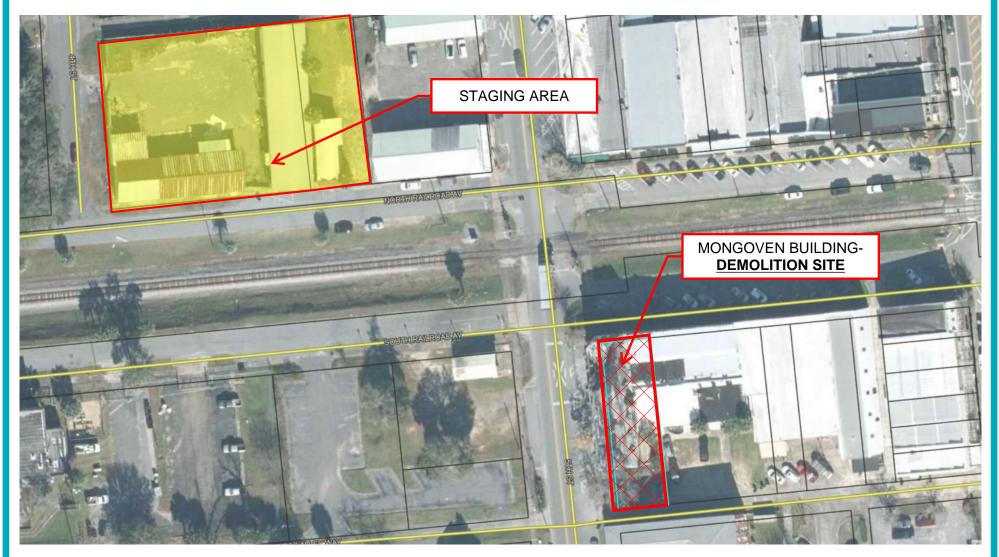


SHT. 11 OF 13



DEMOLITION STAGING AREA

T-100



MONGOVEN BUILDING SELECTIVE DEMOLITION CITY OF CHIPLEY



SHT. 13 OF 13

Section H, Item11.



620 N Section H, Item11.

Maitland, FL 32751 407-786-7770 Fax 407-786-7766

888-786-BOND (2663) Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

December 20, 2023

Nick Williams BREAK-N-GROUND LLC 749 East 15th St. Panama City, FL 32405

RE: 12/21/2023 City of Chipley, FL – 687 5TH STREET (MONGOVEN BUILDING) – SELECTIVE DEMOLITION, Project No. CHI22HR; FC CDBG-DR GRANT NO. M0041

Dear Nick,

It is a pleasure to provide you with the bid bond for the referenced project. The surety has approved the bid bond subject to the following conditions:

The warranty period is two years or less and LD's \$2500/day or less

Thanks and good luck on the bid!

Sincerely,

Lion Rosald

Lisa Roseland Account Manager Florida Surety Bonds, Inc.



620 N Section H, Item11.

Maitland, FL 32751 407-786-7770 Fax 407-786-7766

888-786-BOND (2663) Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

December 21, 2023

BREAK-N-GROUND LLC 749 East 15th St. Panama City, FL 32405 Attn: Nick Williams

Project: 687 5TH STREET (MONGOVEN BUILDING) – SELECTIVE DEMOLITION, Project No. CHI22HR; FC CDBG-DR GRANT NO. M0041

Bid Date: 12/21/2023 Bid Estimate: \$300,000.00

Dear Nick Williams

I have enclosed your bid bond for the above referenced job. Please review the bond for accuracy with the information that is required by the Obligee prior to submitting. Please keep in mind the bond has been approved for 300,000.00. If your bid estimate exceeds this amount, please advise our office to verify approval prior to the bid date.

IMPORTANT NOTICE AND REMINDER: Approval of the requested Bid Bond is NOT approval of any final or other bonds that may be requested. Further, the Bid Bond approval is limited to the contract amount approved by your underwriter. If the anticipated bid exceeds this amount, you must contact us at (407) 786-7770 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, the Surety reserves the right to decline any bond for any reason per the terms of the General Indemnity Agreement and shall not be liable for such declination.

Thank You & Good Luck on your Bid!

Sincerely,

Sisa Rosald

Lisa Roseland Account Manager

www.FloridaSuretyBonds.com



United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07960



Bid Bond

CONTRACTOR: (Name, legal status and address) BREAK-N-GROUND LLC SURETY: (Name, legal status and principal place of business)

749 East 15th St. Panama City, FL 32405	This document has important legal consequences. Consultation with
OWNER: (Name, legal status and address) City of Chipley, Florida	an attorney is encouraged with respect to its completion or modification.
1442 Jackson Avenue	Any singular reference to
Chipley, FL 32428	Contractor, Surety, Owner or
BOND AMOUNT:(5%) Five Percent of Amount Bid	other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any) 687 5TH STREET (MONGOVEN BUILDING) – SELECTIVE DEMOLITION, Project No. CHI22HR; FC CDBG-DR GRANT NO. M0041

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st	day of Dece	mber 2023	3
		BREAK-N-GROUND LLC	
		(Principal)	(Seal)
(Witness)			
		(Title)	
		United States Fire Insurance Company	
		(Surety)	(Seal)
(Witness) Alexis Woodham			
		(Title) Jeffrey W. Reich , Attorney-in-Fact	
CAUTION: You should sign an original changes will not be obscured.	AIA Contract Documen	& Florida Licensed Resident Agent t, on which this text appears in RED. An origi	Inquiries: (407) 786-7770 Inal assures that

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620 N. Wymore Road, Suite 200 Maitland, FL 32751 407-786-7770 Fax 407-786-7766

> 888-786-BOND (2663) Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

BID BOND RESULTS FORM

This bond has been prepared in accordance with your instructions. Please check it to be sure it conforms to the specifications for bidding this project.

Principal: BREAK-N-GROUND LLC 749 East 15th St., Panama City, FL 32405 Obligee: City of Chipley, Florida

1442 Jackson Avenue Chipley, FL 32428

Surety: United States Fire Insurance Company 305 Madison Avenue , Morristown, NJ 07960

Amount: \$300,000.00

Project Number: CHI22HR

Bid Date: December 21, 2023

Description of Project: 687 5TH STREET (MONGOVEN BUILDING) - SELECTIVE DEMOLITION

If you have a copy of the bid tabulation, you may attach instead of completing the section below

PLEASE FILL IN FIRM NAME AND BID PRICES OF THE THREE LOWEST BIDDERS

		Bid Bond or Cas	shiers
Check 1 st Bidder:	Amount: \$	\diamond	\diamond
2 nd Bidder:	Amount: \$	\diamond	\diamond
3 rd Bidder:	Amount: \$	\diamond	\diamond
		(Please Select	One)
IF YOUR BID IS NOT LISTED ABOVE-WHAT WAS YOUR BID PRICE? \$			
Comments:			_



Bid Bond

CONTRACTOR: (Name, legal status and address) BREAK-N-GROUND LLC

 SURETY:
 United States Fire Insurance Company

 (Name, legal status and principal place of business)
 305 Madison Avenue

 Morristown, NJ 07960

749 East 15th St.	This document has important legal
Panama City, FL 32405	consequences. Consultation with
OWNER:	an attorney is encouraged with respect to its completion or
(Name, legal status and address)	modification.
City of Chipley, Florida	
1442 Jackson Avenue	Any singular reference to
Chipley, FL 32428	Contractor, Surety, Owner or
BOND AMOUNT:(5%) Five Percent of Amount Bid	other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

687 5TH STREET (MONGOVEN BUILDING) - SELECTIVE DEMOLITION, Project No. CHI22HR; FC CDBG-DR GRANT NO. M0041

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st

(Witness) Alexis Woodham

AVitne.

day of December 2023 **BREAK-N-GROUND LLC** (Principal)

(Title) United States Fire Insurance Company (Surety)

(Title) Jeffrey W. Reich, Attorney-in-Fact

& Florida Licensed Resident Agent Inquiries: (407) 786-7770 CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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061110

(Seal)

(Seal)

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

Section H, Item11.

0096523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl A. Foley, Robert P. O'Linn, Lisa A. Roseland, Teresa L. Durham, Sarah K. O'Linn, Emily J. Golecki

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eight Million, Five Hundred Thousand Dollars (\$8,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2025.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Jones 1

Matthew E. Lubin, President

State of New Jersey } County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 60126833 My Commission Explose 4/7/2025

Molessa # O'dassio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

Melissa H. D'Alessio

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of December, 20 23.



APPLAND JA-

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Chipley Chipley Clerk's Office 1442 Jackson Avenue, Chipley, FL 32428

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Bidder shall provide evidence of any recent completion of projects requiring the selective demolition of historic buildings and must show significant experience with such demolition. Bidder shall also hold a current license to conduct work in the state of Florida. They shall also maintain "in effect" any and all licenses required to successfully accomplish the task required in the request for bid. It is the bidder's responsibility to ascertain what licenses are required, and to ensure that they in fact currently have or obtain, before start of work, the proper licensure for the Job.
- 1.04 **Scope of Services:** Selective demolition of an existing three story 6,000 square foot office building, located at 687 5th Street, Chipley, FL 32428. Project includes the removal of existing debris surrounding the building, and abandonment of any existing sewer/electrical systems in accordance with the design plans and specifications.
 - A. Obtain a demolition permit from the City of Chipley and from the Florida Department of Environmental Protection.
 - B. Obtain necessary permits and permission from the Florida Department of Transportation and/or the City of Chipley for lane closures and impacts to South Railroad Avenue and/or 5th Street.
 - C. Assume full responsibility and liability for the site upon issuance of the Notice to Proceed from the City of Chipley.
 - D. Ensure that all work is conduct in a safe manner in compliance with all local, state and federal laws and regulations.
 - E. Ensure that adequate safety measures are employed at all times to protect the public and adjacent properties.
 - F. Provide for the removal and proper disposal of all hazardous materials including those identified in the attached Asbestos Report by Southern Earth Sciences and dated March 26, 2023.
 - G. Provide for the complete and proper disposal of all debris materials selected to be removed from the site.

C-300 BIDDER'S CHECKLIST

Project Name: _____ City of Chipley, 687 5th Street – Selective Demolition

The checklist below is provided to ensure that all documents and certifications required as a part of the bidding process have been completed and included in your bid package. This checklist should be completed and included as a part of the bid package submitted.

U	C-300 Bidder's Checklist
	C-410 Bid Proposal (Bid Form)
L	C-430 Bid Bond
	C-440 Certifications Regarding Equal Employment Opportunity
	C-470 Public Entity Crimes Statemen
	C-471 Drug Free Workplace Certification
	C-472 Certification Regarding Lobbying
	C-473 Certifications Regarding Section 3 and Segregated Facilities
	C-474 Certifications Regarding Labor Standards and Prevailing Wage Requirements
	C-475 MBE/WBE Worksheet
	C-480 Certification Regarding Debarment
	Evidence of Past Work Involving Selective Demolition of Historic Buildings

This project will be partially funded with Federal funds from the United State Department of Housing and Urban Development - Community Development Block Grant for Disaster Recovery (CDBG-DR) and therefore is subject to the Federal laws and regulations associated with that program. The following sections of the specifications should be thoroughly reviewed and by signature below you are acknowledging that these sections have been reviewed and are understood.

- C-111 Advertisement for Bids
- C-200 Instructions to Bidders
- C-520 Contract
- C-530 Federal Contract Provisions
- C-531 CDBG Supplemental Conditions
- C-532 Section 3 Contract Clause
- C-800 Supplemental General Conditions of the Construction Contract

In the event the bids submitted by the bidders exceed the amount of funding designated for the project, the Owner may modify the scope of the project and negotiate with the lowest bidder to bring the project within the funding a_{1}^{\prime} nound allocated.

Signed: Kickey Williams PROJECT MNGR/ESTIMATOR.

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 Electronic Documents
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- H. Repair any damage done to sidewalks and adjacent properties.
- I. Cap exposed wall surfaces that are to remain to prevent water intrusion.
- J. Maintain daily pedestrian access to the alley way for business garbage disposal, etc. Coordinate times of blocked access with adjacent building owners.
- K. Provide for uninterrupted utility connections to adjacent building owners. Maintain stormwater drainage flow to drainage areas. Use precaution around existing natural gas lines within the project area.

ARTICLE 2—BASIS OF BID – LUMP SUM

- 2.01 Lump Sum Bids
 - A. The Bidder hereby proposes to complete the above services for a total lump sum cost of:

F273,500

Total Bid in Figures

JTY THREE THOUSAND AND FIVE HUNDRED. TWO HUNDRED SEVEN Total Bid in Words

ARTICLE 3—ATTACHMENTS TO THIS BID BASIS OF BID

3.01 The following documents are submitted with and made a condition of this Bid:

- A. Bidder Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;
- G. Completed Bid Form
- H. Bidders Checklist
- I. Evidence of past work involving significant success with selective demolition of historic buildings

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
01	12/4/23
02	12/14/23

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- C-410
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Bidder:
BREAK-N-GROUND, LIC.
(typed or printed name of organization)
By: Kichey Williams
(individual's signature)
Name: KICHEY WILLIAMS
(typed or printed)
Title: <u>HROLECT MNGR/ESTIMATOR</u>
(typed or printed)
Date: 12-21-2023
(typed or printed)
If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest:
(individual's signature)
Name:
(typed or printed)
Title:
(typed or printed)
Date:
(typed or printed)
Address for giving notices:
Bidder's Contact:
Name: KICHEY WILLIAMS
(typed or printed)
Title: PROJECT MNGR/ ASTIMATOR
(typed or printed)
Phone: <u>850-451-8551</u>
Email: <u>richey1422@icloud.com</u>
Address:
11803 HWY 77, SOUTHPORT, FL., 32409
Bidder's Contractor License No.: (if applicable) (66.153)365
(2 - 12) - 262

BIDDER hereby submits this Bid as set forth above:

EJCDC [®] C-410, Bid Form for Construction Contract.
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C-410

ATTACHMENT C LIST OF PROPOSED SUPPLIERS

EQUIPMENT AND MATERIAL LISTING

The Bidder will furnish the following items of equipment and materials:

Name of Manufacturer

Description of Material and Equipment

and and a second s	
	ang

ATTACHMENT B LIST OF PROPOSED SUBCONTRACTORS

SUBCONTRACTOR LISTING

The Bidder has fully investigated each subcontractor listed and has in his files evidence that each subcontractor fully complies with the requirements of these specifications, has engaged successfully in his line of work for a reasonable period of time, that he maintains a fully equipped organization capable, technically and financially, of performing the work required, and that he made similar installations in a satisfactory manner.

Name of Subcontractor	Description of Work
· · ·	

You are invited to a Zoom webinar. When: **February 13, 2024 6:00 PM** Central Time (US and Canada) Topic: **City Council Meeting**

Please click the link below to join the webinar: <u>https://us02web.zoom.us/j/89970495481</u>

Or One tap mobile : +13052241968,,89970495481# US +16469313860,,89970495481# US

Or Telephone:

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

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Webinar ID: 899 7049 5481