



City of Chipley City Council Meeting

September 09, 2025 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. CITIZENS REQUEST

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

E. APPROVAL OF MINUTES

1. Regular Council Meeting - August 12, 2025

F. PRESENTATIONS

1. Constitution Week Proclamation

2. AVID Day Proclamation

G. CONSENT AGENDA

1. **Resolution No. 25-46** – State of Florida, Department of Commerce – CDBG Modification Number 1 to Subgrant Agreement
2. **Resolution No. 25-47** – State of Florida Department of Transportation, State-Funded Grant Agreement – Pecan Street Roadway Resurfacing Improvements
3. **Award of RFP No. 2025-01** – FDACS Wastewater Energy Efficiency Grant Administration Services – David H. Melvin, Inc.
4. **Agreement for Grant Administration Services** – RFP No. 2025-01 - FDACS Wastewater Energy Efficiency Project – David H. Melvin, Inc.

- [5.](#) **Award of RFQ No. 2025-05** – FDOT M-SCOP Bennett Drive Resurfacing Project CEI Services – Alday- Howell
- [6.](#) **Award of RFQ No. 2025-06** – FDACS Wastewater Energy Efficiency Engineering & Inspection Services – David H. Melvin, Inc.
- [7.](#) **Agreement for Engineering Design/CEI Services** – RFQ No. 2025-06 - FDACS Wastewater Energy Efficiency Project – David H. Melvin, Inc.
- [8.](#) **Professional Engineering Services Continuing Contract Extension** – David H. Melvin, Inc.
- [9.](#) **Professional Grant Administration Services Continuing Contract Extension** – David H. Melvin, Inc.
- [10.](#) **Special Event Application** – Homecoming Parade – Chipley High School
- [11.](#) **Special Event Application** – Fall Block Party – Project Downtown Chipley, LLC
- [12.](#) **Resolution No. 25-48** – Florida Commerce Agreement No. M0041 – Amendment No. 3 – Mongoven Building Project
- [13.](#) **Resolution No. 25-49** – FDEP FRDAP Grant Application Submission - Jim Trawick Park Phase X
- [14.](#) **Special Event Application** –Blues & Brews Music Festival – Washington County Chamber of Commerce

H. AGENDA ITEMS

- [1.](#) **Request for Land Use Map Amendment** - 1237 Church Avenue - Thomas James Simmons III
- [2.](#) **Award of Bid No. 2025-05** – FDOT M-SCOP Bennett Drive Resurfacing Project
- [3.](#) **Award of Bid No. 2025-04** – FC Northwest Stormwater System Restoration Griffin Road Drainage Improvements Project – Gulf Coast Utility Contractors of Panama City
- [4.](#) **Legislative Priorities** – Liberty Partners of Tallahassee, LLC

I. OTHER BUSINESS

J. ADJOURN

K. ZOOM

- [1.](#) ZOOM Information

City of Chipley
Council Meeting
Minutes
August 12, 2025 at 5:00 p.m.

Attendees:

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

Mr. Kevin Russell, Mayor Pro-Tem
 Mr. Leonard Blount, Council Member

Absent:

Mrs. Linda Cain, Council Member

Others Present Were:

Mrs. Patrice Tanner, City Administrator
 Mr. Guy Lane, Asst. City Admin./Public Works Dir.
 Mrs. Michelle Jordan, City Attorney

Ms. Sherry Snell, City Clerk
 Mr. Michael Richter, Police Chief
 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 Blount and Mayor Andrews led the pledge to the American Flag.

C. APPROVAL OF AGENDA

A motion was made by Council Member Russell and seconded by Council Member Blount 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.

No citizen requests. No further discussion.

E. APPROVAL OF MINUTES

1. Regular Council Meeting - July 8, 2025
2. Special Council Meeting – July 29, 2025

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

F. PRESENTATIONS

1. Recognition Award – Florida Engineering Leadership Institute (FELI) Class 2025
2. Recognition Award – Southern Splash & Dash LLC – Miken Hooks
3. Recognition Award – Project Downtown Chipley LLC – Kristin Martin

The City Council recognized the outstanding contributions and selfless dedication to the betterment of our community by the Florida Engineering Leadership Institute (FELI) Class 2025, Southern Splash & Dash LLC – Miken Hooks, and Project Downtown Chipley LLC – Kristin Martin. The Council presented them with awards for their significant impact on the City of Chipley.

G. CONSENT AGENDA ITEMS

1. **Resolution No. 25-44** – Florida Department of Commerce, CDBG-DR Agreement No. M0014 – Amendment No. 4.
2. **Resolution No. 25-45** – FEDP SRF Clean Water State Revolving Fund.
3. **Fiscal Year 2025-2026 Budget and TRIM Schedule.**
4. **Reappointment of Chipley Housing Authority Commissioner** – Linda Justice.
5. **Appointment of Recreation Advisory Committee Member** – Rasheida Patrick.
6. **Special Event Application** – Annual Trunk or Treat.
7. **Special Event Application** – Arts and Craft Show – Washington County Historical Society.

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

H. AGENDA ITEMS

1. **Request Waiver of Fines** – Dr. Thelma Wood Property – 771 Pecan Street. Mrs. Tanner explained on April 8, 2025, Council voted to give Dr. Wood ninety days to get her property into compliance, then readdress the fines after that, and to abate/pause the foreclosure proceedings for ninety days. The property has been brought into compliance. The fines total \$24,750 and attorney fees through June 30, 2025 are \$1,298.35. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to waive the fines but not the attorney fees. The motion passed unanimously.

2. **Request for Development Order and Certificate of Appropriateness – 941 Main Street – Ronny's Carwash of Chipley.** Mrs. Donjuan explained Ronny's Carwash of Chipley is requesting a Development Order and Certificate of Appropriateness for a new development to construct a 2,240 square foot automated carwash with 25 vacuum stalls with two access driveways, one from Main Street and the other from 7th Street. The Planning and Zoning Commission approved this at their meeting held on July 17, 2025. Mr. Russell questioned the neighborhood commercial allowances. Mrs. Donjuan stated the city's planning firm, Kimley-Horn determined it was an allowable use due to it being a service. Mr. Russell questioned the

high traffic in the area. Mrs. Donjuan stated a traffic study analysis was reviewed by K Horn and FDOT who approved it. Ms. McCall asked about the flow rates not being calculated correctly by the engineer. It was determined that the Fire Chief usually does the calculations, not the engineer. She also expressed concerns about the poor drainage on the property. Gregory Campbell, engineer for Ronny's Carwash, was present via ZOOM/phone and answered questions regarding the drainage issues. Ms. McCall stated we can't handle the water that is already coming off 7th Street and Gilbert Acres. Mr. Campbell stated you will have less water with this development than you do now going into that system. Mr. Russell asked how high the property would have to be built up before construction begins, because he is concerned about the property owners on each side catching the overflow water. Mrs. McCall asked how much higher from the current elevation will this be built. Mr. Campbell stated it will be built up two to three feet higher. Mr. Russell and Ms. McCall expressed concern for the drainage on the neighbor's property due to the elevation. Mr. Campbell stated there is a swell that collects water from a portion of their property and the adjacent south property owners. It goes into an inlet that basically goes into a pipe in the roadway. I had to account for the offsite drainage into the swell. On our property, we will have curbing and inlets and no drainage will go south. It will hit the curbs and then go into the inlets and to the pond. The swell will still be there for the drainage. Mr. Russell questioned the location of the retention ponds. Ms. McCall stated she didn't think that was the right place to put a car wash. Jackson Penton, Ronny's Carwash, asked if nothing can go there due to the drainage concerns. Mr. Russell stated what you are trying to put in is going to limit the water flow with so much concrete. Mr. Smith, Ronny's Carwash, stated over half of the property will still be grass on the back side.

Paula Cunningham, 856 Chesnut Hill Street, stated she has a family home next to the location where the carwash wants to be built. The property does flood and the home flooded with Hurricane Sally. The retention pond is going to be placed 25' from the home that my daughter and sister live in. She was concerned about the noise that will be generated by the carwash and how it will affect them. There are also boundary issues from a deed dated in 1990.

Jennifer Corbitt stated she owned 740 7th Street and sold it earlier this year due to drainage issues. She expressed concerns about the drainage issues that exist now. Also, it is zoned neighborhood commercial, which is a gradual change. The existing businesses are located in older homes which does not change the aesthetic. The proper path would be rezoning, which I would not support. I respectfully request that this development is denied as it is presented.

Mr. Michael Tiller, 887 Main Street, stated that Hurricane Michael and Sally both flooded his backyard. He expressed concern about drainage and flooding in the area. He didn't say he was for or against the development except for the aesthetics.

Ms. McCall stated the data was not correct and you have to vote the way the people want it and the people don't want it right there. I don't want it right there in the middle of the historical part of town.

Mr. Tate Bruner, 720 7th Street, stated he purchased his home in 2021 and he has experienced a complete flood in his front yard with just a regular rain. He expressed concerns with drainage issues if the development is built. The carwash would be a great addition to our town in a different location. He stated it would not be visually appealing to the area. He stated he is against the development at this location.

Discussion ensued.

The item died for lack of a motion.

3. **Amendment to Non-Residential Net Ground Lease – Wolpack Alliance LLC.** Mrs. Tanner explained this will approve the amendment for Wolpack Alliance at the Chipley Station to include a new legal description and survey. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member to approve the Amendment to Non-Residential Net Ground Lease – Wolfpack A LLC. The motion passed unanimously.

Section E, Item1.

4. **Bid No. 2025-03** – Chipley Mongoven Building – Phase 2 – Arris General Contractors, Inc. – Change Order #2. Mr. Brent Melvin, DHM Melvin Engineering, explained this will approve Change Order #2 for the Mongoven Building Phase II Project in the amount of \$170,182.94 to complete and close out the final scope of work. This will include concrete and curb improvements, tree well installation, vault door restoration, column reinstallation, and contingency tasks necessary to finalize the project. This will use the balance of the funds available in this grant. The city will have to fund the balance of the work for the project to include tables, striping of the parking area and shade structures. Mrs. Tanner stated the remaining items are minimal and the city has additional funds that could be used. This does not include restrooms and we will continue to look at options for that. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve Bid No. 2025-03 – Chipley Mongoven Building – Phase 2 – Arris General Contractors, Inc. – Change Order #2. The motion passed unanimously.

5. **Chipley Library Expansion Project Update** – Renae Rountree, Library Director. Mrs. Rountree explained the expansion looks to add three new sections to the library. On the west side, a large meeting room with a kitchen that can be used for library programs and classes as well as community needs. The east side will eliminate the drive-thru window that seldom sees use and instead will transform into a much needed children's area to promote early literacy. Finally, the north side will see additional staff offices and storage space to facilitate our continued growth. Ms. McCall asked about drainage. Mr. Brent Melvin stated the original library is permitted under the existing pond and the Griffin Road project will help with that issue. Flood panels will also be purchased to go with the flood panels already purchased by the city for the library. Discussion ensued.
6. **Code Enforcement Fines** – 1214 Johnson Avenue. Mrs. Tanner explained the property at 1214 Johnson Avenue is owned by Truist Bank through foreclosure. They are requesting for the code fines on the property to be paused while they evict the tenant. It was conveyed to VA and they just reconveyed it back to Truist recently, and now LOGS Legal Group has been retained to work on the eviction. They can't work on the code issue while it's occupied, which is the issue in having it resolved. Summer Hodges, Attorney for Truist Bank, stated they would like to ask you to pause for six months so we can finish the eviction which requires a 90 day notice. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Blount to pause the code fines for 90 days and follow-up after that. The motion passed unanimously.

7. **Request Waiver of Fines** – 777 West Boulevard. Mrs. Tanner explained the property is under contract with over \$40,000 in liens and \$1,600 in attorney fees/costs. The buyer is requiring the lien satisfaction at closing but the sellers cannot financially make that happen. Buyer would like to request a waiver of the fines prior to closing, but if the Council does not approve, then Attorney Jordan would propose a waiver if they can get the property cleaned up within 30 days of the closing date. Attorney Jordan spoke with both agents and if the Council will not consider waiving the fines prior to closing, she is comfortable offering a lien release in escrow where the title company would hold back the lien amount from the closing proceeds and would hold an executed release until Code Enforcement certifies to the title company that the property is in compliance. At that point, the lien release would be recorded by the title agent and the remaining proceeds released to the seller. Attorney Jordan also explained that the Council does not waive attorney fees and costs so those will be paid at closing under this arrangement. Mr. Carl Schmidt, potential buyer, stated he wasn't sure about the trash on the property. Attorney Jordan stated the property being sold has a final judgement due to a divorce and our lien will prohibit them from satisfying the debt. The buyer has to request the waiver. Mr. Schmidt asked for 90 days to clean up the property. Attorney Jordan stated it would be 90 days from the closing date. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member J. to waive the \$40,000 lien fees to be dissolved at closing, but keep the \$1,600 attorney fees. The motion passed unanimously.

Section E, Item 1.

I. OTHER BUSINESS

J. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:34 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

Proclamation
Constitution Week
2025

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, the week of September 17-23, 2025 is Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Tracy L. Andrews, Mayor

Proclamation

AVID Day September 12, 2025

WHEREAS, the City of Chipley recognizes that a high-quality education is essential to the success of its students, families, and the long-term economic vitality of our community; and

WHEREAS, the Advancement Via Individual Determination (AVID) program is dedicated to closing opportunity gaps and preparing all students for college readiness and success in a global society; and

WHEREAS, AVID provides crucial professional learning experiences that empower educators to become facilitators of inquiry-based, student-centered learning, using research-based instructional strategies across all subjects; and

WHEREAS, through continuous professional learning, Chipley's educators enhance their skills, foster a culture of high expectations, and help cultivate critical thinking, collaboration, and resilience in our students; and

WHEREAS, supporting avid professional learning is a testament to our community's commitment to nurturing our educators and, by extension, ensuring that every student has the tools and support needed to thrive; and

WHEREAS, the City of Chipley commends all educators who dedicate their time to professional growth, thereby reinforcing the foundational strength of our public education system;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, September 12, 2025 is **AVID Professional Learning Recognition Day**.

Tracy L. Andrews, Mayor

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-46 – State of Florida, Department of Commerce – CDBG
Modification Number 1 to Subgrant Agreement

MEETING DATEPREPARED BY

Tuesday, September 9, 2025Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the State of Florida Department of Commerce, CDBG Modification Number 1 to Subgrant Agreement to extend the deadline to July 31, 2026. It will also amend the original agreement with the new name of Florida Department of Commerce and update invoice payment information.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-46.

ATTACHMENTS

1. Resolution No. 25-46

2. Agreement Modification Number 1

RESOLUTION NO. 25-46

A RESOLUTION APPROVING AN AMENDMENT IDENTIFIED AS MODIFICATION NUMBER 1 TO THE STATE OF FLORIDA, FLORIDA DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT NO. H2567 (CFDA NO. 14.228), BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the State of Florida, Department of Commerce “Commerce”, and the City of Chipley, Florida "Grantee" entered into agreement No. H2567 “Agreement”; and

WHEREAS, Commerce and the Grantee may individually be referred to herein as a "Party" or collectively as the "Parties"; and

WHEREAS, the Parties wish to amend The Peach Street Lift Station Project Agreement Paragraph (3) titled Period of Agreement extending the Project End Date to July 31, 2026, unless otherwise terminated as provided in this Agreement; Attachment A – Other.

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

1. The City of Chipley hereby approves the State of Florida, Department of Commerce Agreement No. H2567 Modification No. 1.
2. The City for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree to perform the duties described herein in the attached Exhibit “A”.
3. The Mayor or Mayor Pro-Tem of the City of Chipley are hereby authorized and directed to execute the agreement.
4. A certified copy of this Resolution be forwarded to the State of Florida, Department of Commerce along with the executed Agreement.

PASSED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 2025.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk



July 6, 2023

Modification to Subgrant Agreement

Modification Number 1 to Subgrant Agreement Between the Florida Department of Commerce and the City of Chipley, Florida

This Modification Number 1 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and the City of Chipley, Florida ("the Recipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Recipient entered into **Contract Number 23DB-N30, FLAIR Contract Number H2567**, on June 15, 2023 ("the Recipient"), pursuant to which Commerce provided a subgrant in the amount of \$700,000.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

2. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

3. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments ____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments ____, which are attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

☐ Include an Unaddressed Need from the Application for Funding as Addressed Need

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ Change the Participating Parties

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ Extend the Agreement

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on January 1, 2023, (the “Effective Date”) and ends on July 31, 2026, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and Commerce’s Deputy Secretary of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient’s progress and verifiable achievements at Commerce’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

☒ Other:

9. The Agreement is hereby reinstated as though it had not expired, if this Modification is not fully executed by all Parties before the Agreement’s Expiration Date.
10. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references to “Department of Economic Opportunity” or “DEO” are hereby replaced with “Florida Department of Commerce” or “Commerce” as appropriate.
11. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation

**Modification to Subgrant Agreement**

July 6, 2023

allows such payments. Upon meeting either of the criteria set forth below, the Recipient may elect in writing to exercise this provision.

- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Recipient meets the criteria set forth in this paragraph, then the Recipient is deemed to have demonstrated a financial hardship.



Modification to Subgrant Agreement

July 6, 2023

Recipient: City of Chipley, Florida

Modification Number: 1

Contract Number: 23DB-N30

FLAIR Contract Number: H2567

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

Recipient: City of Chipley, Florida

By: _____

By: _____

Name: J. Alex Kelly

Name: Tracy Andrews

Title: Secretary

Title: Mayor

Date: _____

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-47 – State of Florida Department of Transportation, State-Funded Grant Agreement – Pecan Street Roadway Resurfacing Improvements

MEETING DATEPREPARED BY

Tuesday, September 9, 2025Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the State of Florida Department of Transportation, State-Funded Grant Agreement for the resurfacing of Pecan Street. This includes the design, construction, and CEI services. The project will consist of resurfacing the roadway from South Boulevard to Church Avenue. The project will be constructed within the existing right of way. The estimated cost of the project is \$750,000.00 and shall be completed on or before 10/31/2026. This was part of the State of Florida Legislative Appropriations that Liberty Partners of Tallahassee submitted. These funds were applied for in conjunction with a FDOT M-SCOP grant for Pecan Street. We should know in a few months if the M-SCOP grant is approved.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-47.

- ATTACHMENTS
1. Resolution No. 25-47

2. Agreement

RESOLUTION NO. 25-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHIPLEY, FLORIDA, APPROVING A STATE-FUNDED GRANT
AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION AND THE CITY OF CHIPLEY, FLORIDA.**

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the "DEPARTMENT", find it necessary for the City of Chipley, hereinafter referred to as the "RECIPIENT", to execute and deliver to the FDOT the State-Funded Grant Agreement identified as Financial Project No. 457064-1-54-01 – Pecan Street Roadway Resurfacing Improvements, hereinafter referred to as the Agreement; and

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

1. An Agreement identified as the State-Funded Grant Agreement – Local Transportation Project - Pecan Street Roadway Resurfacing Improvements, between the City of Chipley, Florida, and the State of Florida Department of Transportation, is hereby approved and the Recipient agrees to complete the project on or before October 31, 2026.
2. The Agreement is in the amount of \$750,000.00 and is for the Pecan Street Roadway Resurfacing Improvements Project in Chipley.
3. The Mayor or Mayor Pro-Tem of the City of Chipley are hereby authorized and directed to execute the agreement.
4. A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 9th day of September, 2025.

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

PROGRAM MANAGEMENT
03/25

FPN: <u>457064-1-54-01</u>	Fund: <u>EM26</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>61-Washington</u>	Contract No: _____	Vendor No: <u>F596000299001</u>

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

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

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Specific Appropriations 1871A of Chapter 2025-198 , Local Transportation Project , ALN 55.039

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

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in PECAN STREET ROADWAY RESURFACING IMPROVEMENTS, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.
PROGRAM MANAGEMENT
03/25

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$750,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$750,000.00 and, additionally the Department's participation in the Project shall not exceed 100.00% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

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

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.
PROGRAM MANAGEMENT
03/25

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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

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

8. General Requirements:

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

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

9. Contracts of the Recipient

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

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

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

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

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

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

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

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

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

☐ shall

☐ shall not

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

PROGRAM MANAGEMENT
03/25

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.
PROGRAM MANAGEMENT
03/25

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

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

16. Exhibits.

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

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

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

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.
PROGRAM MANAGEMENT
03/25

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

RECIPIENT City of Chipley

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Tracy L. Andrews
Title: Mayor

By: _____
Name: Colby Cleveland, P.E
Title: Interim Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 457064-1-54-01

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

PROJECT LOCATION:

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

PROJECT LENGTH AND MILE POST LIMITS: 0.739

PROJECT DESCRIPTION: This project is for the design, construction, and CEI services for Pecan Street Roadway Resurfacing Improvements. The project will consist of resurfacing the roadway from South Boulevard to Church Avenue. Project will be constructed within the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

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

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:
For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:
The Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

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

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

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

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

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

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

- a) Study to be completed by _____.
- b) Design to be completed by _____.
- c) Right-of-Way requirements identified and provided to the Department by _____.
- d) Right-of-Way to be certified by _____.
- e) Construction contract to be let by _____.
- f) Construction to be completed by 10/31/2026.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

8/21
 Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Chipley, PO Box 1007 Chipley, FL 32428		FINANCIAL PROJECT NUMBER: 457064-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Project)	\$750,000.00	\$0.00	\$750,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2026	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$750,000.00 100.00%	\$ 0.00 0.00%	\$750,000.00 100.00%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$750,000.00	\$ 0.00	\$750,000.00	

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

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

Maria Showalter - Local Programs Administrator
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

MANAGEMENT
05/21
Page 1 of 1**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

NOTICE OF COMPLETION

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

PROJECT DESCRIPTION: PECAN STREET ROADWAY RESURFACING IMPROVEMENTS

FPID#: 457064-1-54-01

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

525-010-60
PROGRAM
MANAGEMENT
02/25
Page 1 of 1

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

**State Project Title
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Project, ALN 55.039

***Award Amount:** \$750,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

PROGRAM MANAGEMENT
05/21
Page 1 of 1

EXHIBIT D

RECIPIENT RESOLUTION

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

PROGRAM
MANAGEMENT
4/24
Page 1 of 1**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section G, Item2.

525-010-60
PROGRAM
MANAGEMENT
02/25
Page 1 of 1

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

**State Project Title
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
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- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Project, ALN 55.039

***Award Amount:** \$750,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of RFP No. 2025-01 – FDACS Wastewater Energy Efficiency Grant
Administration Services – David H. Melvin, Inc.

MEETING DATEPREPARED BY

Tuesday, September 9, 2025Patrice Tanner, City Administrator

SUMMARY

The City advertised Grant Administration Services for the FDACS Wastewater Energy Efficiency Project. Three (3) RFP's were received on August 13, 2025, and scored by a Selection Committee.

RECOMMENDATION

City staff recommends approval of Award of RFP No. 2025-01 to David H. Melvin, Inc. City Staff has negotiated per CCNA for fair and reasonable compensation, based on scoring of the Selection Committee and if awarded the agreement is also on the agenda for approval as consent agenda item no. 4.

- ATTACHMENTS
1. Advertisement

2. Summary Scoresheet

3. Selection Committee Scoresheets

CITY OF CHIPLEY, FLORIDA
REQUEST FOR PROPOSALS FOR GRANT
ADMINISTRATION SERVICES FOR A FDACS FUNDED
PROJECT TO CONDUCT IMPROVEMENTS AT THE
CITY'S WASTEWATER TREATMENT FACILITY
RFP NO. 2025-01

The City of Chipley invites qualified firms or individuals to submit Proposals for Grant Administration services related to the City's Grant Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) under the FDACS Florida Local Government Water and Wastewater Treatment Facility Energy Efficiency Program Funding Opportunity Number: DE-FOA-0000052 and DE-SEP-0002023 to make energy efficiency upgrades to the Wastewater Treatment Facility.

All submittals will be ranked separately and equally on the following categories: Company/Firm qualifications and capabilities, key professional personnel qualifications and capabilities, successful administration of prior grant projects (including FDACS grants) for Florida jurisdictions and other governmental agencies, client references, and Fee/Proposed Fee Basis.

For additional information and to obtain the project Request for Proposals (RFP) documents contact Patrice Tanner, City of Chipley, City Administrator by phone at (850) 638-6350 or Email ptanner@cityofchipley.com.

One (1) original copy and three (3) copies of a sealed proposal must be received by **2:00 PM CST, Wednesday, August 13, 2025**, submitted to the City of Chipley, Attention: City Clerk, Post Office Box 1007, Chipley, FL 32428. At that time, or shortly thereafter, the responses received will be publicly opened and read at the Chipley City Hall – 1442 Jackson Avenue, Chipley, FL 32428.

Submittal envelopes for Grant Administration must be sealed and marked with “**RFP No. 2025-01 - Grant Administration - FDACS Wastewater Grant**”, due date, and name of respondent.

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.

Late submittals received after the aforementioned deadline date, either by mail or otherwise, will not be considered and will be returned unopened. The time of receipt will be determined by the time received in the City of Chipley City Hall – City Clerk's Office. It is the sole responsibility of the firm for assuring that the RFP is received in the City Clerk's Office by the designated date and time. No faxed, electronic or oral Proposals will be accepted.

Award will be made to the best responsive Firm, but the City reserves the right to reject any or all Request for Proposals. The City of Chipley reserves the right to reject the Request for Proposals of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or of a firm who, in the sole opinion and discretion of the City of Chipley is not in a position to perform the contract.

SPECIAL NOTE:

The City requires a business license to be purchased for the privilege of engaging in any business within the city limits. Please contact the City of Chipley Finance Office for a fee schedule.

EQUAL OPPORTUNITY EMPLOYER
HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION

Advertised: Washington County News – July 16, 2025 and July 23, 2025.

REQUEST FOR PROPOSALS NO. 2025-01
GRANT ADMINISTRATION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

All proposals received in accordance with this Request for Proposals will be evaluated using the following worksheet.

	Score Avail.	DHM Melvin Engineering	North Florida Professional Services	Tri-State Companies, LLC
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	20	20	17	14
2. Key Professional Personnel qualifications and abilities	20	20	20	15
3. Successful administration of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	20	18	17	14
4. Client References	20	20	18	15
5. Fee or Proposed Fee Basis	20	18	18	16
	Totals	95	90	75
	Rank	1	2	3

Selection Committee: Guy Lane, Jimmy Cook, Ambers Carter

REQUEST FOR PROPOSALS NO. 2025-01
GRANT ADMINISTRATION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

All proposals received in accordance with this Request for Proposals will be evaluated using the following worksheet.

	Score Avail.	DHM Melvin Engineering	North Florida Professional Services	Tri-State Companies, LLC
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	20	20	15	5
2. Key Professional Personnel qualifications and abilities	20	20	20	5
3. Successful administration of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	20	15	15	5
4. Client References	20	20	15	10
5. Fee or Proposed Fee Basis	20	15	15	10
TOTAL SCORE:	100	90	80	35

Evaluators Name: _____

Signature: _____

Date: _____


REQUEST FOR PROPOSALS NO. 2025-01
GRANT ADMINISTRATION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

Section G, Item 3.

All proposals received in accordance with this Request for Proposals will be evaluated using the following worksheet.

		DHM Melvin Engineering	North Florida Professional Services	Tri-State Companies, LLC
	Score Avail.			
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	20	20	18	18
2. Key Professional Personnel qualifications and abilities	20	20	20	20
3. Successful administration of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	20	20	18	19
4. Client References	20	20	19	18
5. Fee or Proposed Fee Basis	20	18	18	19
TOTAL SCORE:	100	98	93	94

Evaluators Name: Jimmy Cook

Signature: 

Date: 8/20/2025

REQUEST FOR PROPOSALS NO. 2025-01
GRANT ADMINISTRATION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

All proposals received in accordance with this Request for Proposals will be evaluated using the following worksheet.

	Score Avail.	DHM Melvin Engineering	North Florida Professional Services	Tri-State Companies, LLC
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	20	19	19	20
2. Key Professional Personnel qualifications and abilities	20	20	20	20
3. Successful administration of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	20	20	18	19
4. Client References	20	19	20	17
5. Fee or Proposed Fee Basis	20	20	20	20
TOTAL SCORE:	100	98	97	96

Evaluators Name: Guy Lane
 Signature: M. Re
 Date: 8/18/2025

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Agreement for Grant Administration Services – RFP No. 2025-01 - FDACS
Wastewater Energy Efficiency Project – David H. Melvin, Inc.

MEETING DATEPREPARED BY

Tuesday, September 9, 2025Patrice Tanner, City Administrator

SUMMARY

This will approve the Agreement for Grant Administration Services for the FDACS Wastewater Energy Efficiency Project with David H. Melvin, Inc. in the amount of \$29,500.00.

RECOMMENDATION

City staff recommends approval of the agreement with David H. Melvin, Inc. in the amount of \$29,500.00.

ATTACHMENTS

1. Agreement

**Agreement for Grant Administration Services
Chipley Energy Efficiency Improvement Project
FDACS # 32604
City of Chipley
And
David H. Melvin, Inc.**

This agreement is made this ____ day of _____, 2025 between City of Chipley, a political subdivision of the State of Florida and David H. Melvin, Inc., a Florida corporation whose address is 4428 Lafayette Street, Marianna, Florida, for City of Chipley Energy Efficiency Improvement Project, FDACS #32606.

WHEREAS, the City of Chipley advertised for Grant Administration Services, RFP 2025-01, for City of Chipley Energy Efficiency Improvement Project funded through Florida Department of Agriculture and Consumer Services (#32604). After receiving and reviewing the responses to said advertisement, the City of Chipley desires to engage David H. Melvin, Inc., a firm with the required capabilities and qualifications to perform the grant administration services as set forth in the scope of work contained in said FDACS agreement.

NOW, THEREFORE, the parties agree as follows:

SCOPE OF WORK: David H. Melvin, Inc. shall provide Grant Administration Services to the City to complete the project in accordance with the City's Grant Agreement #32604 with FDACS. The project focuses on implementing critical infrastructure upgrades to optimize energy consumption, reduce operational costs, and ensure compliance with regulatory standards at the City of Chipley Wastewater Treatment Facility - 692 Rustin Drive, Chipley, FL 32428.

The Consultant shall provide Grant Administration Services to the City to complete the project in accordance with the City's Grant Agreement 32604 with FDACS. Administration services shall include, but not be limited to, project implementation, identifying project/program needs, formulating appropriate grant solutions, developing program linkages, reviewing and developing necessary policies and procedures, developing and administering the program(s), conducting environmental review(s), monitoring of contractors and project activities to ensure program compliance, coordinating with the City and funding agency, developing and administering agency contract, tracking and managing program funds in compliance with program guidelines, providing reports and technical assistance required to complete project and as requested by the City, and Contract Management.

COMPENSATION: The City of Chipley agrees to compensate David H. Melvin, Inc. for such grant administration services the total sum of \$29,500.00.

SCHEDULE: The services to be provided hereunder will be completed commensurate with the City's Grant Agreement #32604 with Florida Department of Agriculture and Consumer Services. Project construction work is to be completed by July 31, 2026.

ADDITIONAL CONTRACT PROVISIONS: This contract shall also be subject to the terms and conditions contained in Attachment A which is incorporated herein and made a part hereof.

NOTICE/PROJECT MANAGER OF CONSULTANT: David H. Melvin, Inc.'s project manager for this project shall be as follows:

Brent E. Melvin, PE
Email: brentmelvin@melvineng.com
Office: 850-482-3045
Cell: 850-718-4204

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first hereinabove written.

DAVID H. MELVIN, INC.

CITY OF CHIPLEY

By: _____

By: _____

Name: Brent E. Melvin

Name: _____

Title: Vice President

Title: _____

ATTACHMENT A

ATTACHMENT A

PROGRAM REQUIRED CONTRACT CLAUSES

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

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 City. 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. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and 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 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.

10. Compliance with all Federal statutes relating to nondiscrimination.

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. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance 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. **Compliance with environmental standards which may be prescribed to the following:**

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

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

Pertaining to the care, handling, and treatment of warm blooded 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. **Compliance with the mandatory standards and policies relating to energy efficiency which 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 described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The City can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)**
 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. **Preservation of open and competition and government neutrality towards contractors' labor 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. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs**
 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.

CERTIFICATION REGARDING LOBBYING

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

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 51160, Aug. 19, 2020, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

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

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

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) 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.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of RFQ No. 2025-05 – FDOT M-SCOP Bennett Drive Resurfacing Project CEI Services – Alday- Howell

MEETING DATE	PREPARED BY
Tuesday, September 9, 2025	Patrice Tanner, City Administrator

SUMMARY

The City advertised CEI Services for the FDOT M-SCOP Bennett Drive Resurfacing Project. Seven (7) RFQ's were received on August 12, 2025, and scored by the Selection Committee.

RECOMMENDATION

City staff recommends approval of Award of RFQ No. 2025-05 to Alday-Howell and for staff to negotiate per CCNA for fair and reasonable compensation, based on scoring of the Selection Committee.

ATTACHMENTS

- 1. Advertisement
- 2. Summary Scoresheet
- 3. Selection Committee Scoresheets

CITY OF CHIPLEY
 1442 Jackson Avenue – Chipley, FL 32428
 Phone (850) 638-6350

**Request for Qualifications
 For
 Construction and Engineering Inspection Services
 Bennett Drive Resurfacing Project
 RFP#: 2025-05**

The City of Chipley is soliciting proposals from registered, qualified consulting firms in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA), to provide construction administration and inspection services for the **"Bennett Drive Resurfacing Project."**

To be considered, a Firm/Team must be FDOT Pre-Qualified and submit one (1) original and three (3) copies for a total of four (4) of each submission or alternate submission which must be received in a sealed envelope (package) prominently marked on the outside with the words **"RFQ# 2025-05 - CEI Services for the Bennett Drive Resurfacing Project"**.

DEADLINE for receipt of submittals in response to this request is **July 30, 2025 - 2:00 p.m. Central Time**. Submittals should be mailed to: City of Chipley – P.O. Box 1007 – Chipley, FL 32428 or hand delivered to: City of Chipley City Hall – 1442 Jackson Avenue – Chipley, FL 32428, Attn: City Clerk's Office. Submissions by fax or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted, but will be returned, unopened, to the sender at the sender's expense.

The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposal process.

You may direct any questions or schedule visits to the project site with Patrice Tanner, City Administrator at (850) 638-6350 between the hours of 8:00 a.m. – 4:00 p.m. CST.

The City requires a business license be paid for the privilege of engaging in any business within the City limits. Please contact the Finance office for a fee schedule at (850) 638-6350.

**EQUAL OPPORTUNITY EMPLOYER
 HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION**

REQUEST FOR QUALIFICATIONS NO. 2025-05
CONSTRUCTION AND ENGINEERING INSPECTION SERVICES
BENNETT DRIVE RESURFACING PROJECT
RATING CRITERIA

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

	Score Avail.	DRMP	SSR	Kent Smith Group	Volkert, Inc.	Alday- Howell	Inovia	Neel- Schaffer
1. Firm's Qualifications and Capabilities (includes ability to follow directions)	25	25	24	23	25	25	25	23
2. Qualifications and Abilities of Professional Personnel	25	23	23	25	23	24	23	21
3. Client Reference for Similar Projects	25	21	19	23	20	23	20	19
4. CEI Experience on Similar Projects	25	23	22	22	21	23	21	21
Totals		91	89	92	88	95	90	84
Rank		3	5	2	6	1	4	7

Selection Committee: Guy Lane, Jimmy Cook, Ambers Carter

REQUEST FOR QUALIFICATIONS NO. 2025-05
CONSTRUCTION AND ENGINEERING INSPECTION SERVICES
BENNETT DRIVE RESURFACING PROJECT
RATING CRITERIA

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

		DRMP	SSR	Kent Smith Group	Volkert, Inc.	Alday- Howell	Inovia	Neel- Schaffer
	Score Avail.							
1. Firm's Qualifications and Capabilities (includes ability to follow directions)	25	25	25	20	25	25	25	20
2. Qualifications and Abilities of Professional Personnel	25	20	20	25	20	25	20	15
3. Client Reference for Similar Projects	25	15	10	20	15	20	15	10
4. CEI Experience on Similar Projects	25	20	20	20	15	20	15	15
TOTAL SCORE:	100	80	85	80	75	90	75	60

Evaluators Name:

J. BENS CARTER

Signature:

Carly P. O.

Date:

8/21/25

REQUEST FOR QUALIFICATIONS NO. 2025-05
CONSTRUCTION AND ENGINEERING INSPECTION SERVICES
BENNETT DRIVE RESURFACING PROJECT
RATING CRITERIA

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

		DRMP	SSR	Kent Smith Group	Volkert, Inc.	Alday- Howell	Inovia	Neel- Schaffer
	Score Avail.							
1. Firm's Qualifications and Capabilities (includes ability to follow directions)	25	25	25	25	25	25	25	25
2. Qualifications and Abilities of Professional Personnel	25	25	25	25	25	25	25	25
3. Client Reference for Similar Projects	25	23	24	23	24	24	23	23
4. CEI Experience on Similar Projects	25	24	23	23	23	24	24	24

TOTAL SCORE:

100

97	97	96	97	98	97	97
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Evaluators Name:

Jimmy Cook

Signature:



Date:

8/20/2025

REQUEST FOR QUALIFICATIONS NO. 2025-05
CONSTRUCTION AND ENGINEERING INSPECTION SERVICES
BENNETT DRIVE RESURFACING PROJECT
RATING CRITERIA

Section G, Item5.

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

		DRMP	SSR	Kent Smith Group	Volkert, Inc.	Alday- Howell	Inovia	Neel- Schaffer
	Score Avail.							
1. Firm's Qualifications and Capabilities (includes ability to follow directions)	25	24	23	24	25	25	25	23
2. Qualifications and Abilities of Professional Personnel	25	23	25	24	23	23	24	23
3. Client Reference for Similar Projects	25	24	23	25	24	25	23	24
4. CEI Experience on Similar Projects	25	25	24	23	24	25	25	25
TOTAL SCORE:	100	96	95	96	96	98	97	95

Evaluators Name: Guy Lane
 Signature: [Signature]
 Date: 8/18/2025

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of RFQ No. 2025-06 – FDACS Wastewater Energy Efficiency Engineering & Inspection Services – David H. Melvin, Inc.

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The City advertised Engineering & Inspection Services for the FDACS Wastewater Energy Efficiency Project. Three (3) RFQ's were received on August 14, 2025, and scored by the Selection Committee.

RECOMMENDATION

City staff recommends approval of Award of RFQ No. 2025-06 to David H. Melvin, Inc. City staff has negotiated per CCNA for fair and reasonable compensation, based on scoring of the Selection Committee and if awarded the agreement is also on the agenda for approval as consent agenda item no. 7.

ATTACHMENTS

1. Advertisement
2. Summary Scoresheet
3. Selection Committee Scoresheets

CITY OF CHIPLEY, FLORIDA
REQUEST FOR QUALIFICATIONS
FOR ENGINEERING & INSPECTION SERVICES
FOR A FDACS FUNDED PROJECT TO CONDUCT ENERGY EFFICIENCY UPGRADES AT THE
CITY'S WASTEWATER TREATMENT PLANT
RFQ NO. 2025-06

Section G, Item6.

The City of Chipley is soliciting Statements of Qualifications from qualified individuals/firms to perform engineering design and inspection services related to the City's Energy Efficiency Upgrades project funded under the FDACS Florida Local Government Water and Wastewater Treatment Facility Energy Efficiency Program Funding Opportunity Number: DE-FOA-0000052 and DE-SEP-0002023.

All submittals will be ranked separately and considered on an equally competitive basis with regard to the following factors: Company/Firm qualifications and capabilities, Key Professional Personnel qualifications and capabilities, Successful engineering of prior grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies, and Client references.

For additional information and to obtain the project Request for Qualifications (RFQ) documents contact Patrice Tanner, City of Chipley, City Administrator by phone at (850) 638-6350 or Email ptanner@cityofchipley.com.

One (1) original copy and three (3) copies of a sealed RFQ must be received by **2:00 p.m. CST, Thursday, August 14, 2025**, submitted to the City of Chipley, Attention: City Clerk, Post Office Box 1007, Chipley, FL 32428. At that time, or shortly thereafter, the RFQ's received will be publicly opened and read at the Chipley City Hall – 1442 Jackson Avenue, Chipley, FL 32428.

Submittal envelopes for Request for Qualifications must be sealed and marked with **“RFQ No. 2025-06 – Engineering Services – FDACS Wastewater Grant”, due date, and name of respondent.**

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 § 200.32.

Late submittals received after the aforementioned deadline date, either by mail or otherwise, will not be considered and will be returned unopened. The time of receipt will be determined by the time received in the City of Chipley City Hall – City Clerk's Office. It is the sole responsibility of the firm for assuring that the RFQ is received in the City Clerk's Office by the designated date and time. No faxed, electronic or oral RFQ will be accepted.

Award will be made to the best responsive Firm, but the City reserves the right to reject any or all Statements of Qualifications. The City of Chipley reserves the right to reject the Statement of Qualifications of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or of a firm who, in the sole opinion and discretion of the City of Chipley is not in a position to perform the contract.

SPECIAL NOTE:

The City requires a business license to be purchased for the privilege of engaging in any business within the city limits. Please contact the City of Chipley Finance Office for a fee schedule.

**EQUAL OPPORTUNITY EMPLOYER/HANDICAP ACCESSIBLE/FAIR HOUSING
JURISDICTION**

Advertised: Washington County News – July 16, 2025 and July 23, 2025.

REQUEST FOR QUALIFICATIONS NO. 2025-06
ENGINEERING & INSPECTION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

	Score Avail.	DHM Melvin Engineering	Blais & Associates, LLC	TFG
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	25	24	16	17
2. Key Professional Personnel qualifications and abilities	25	26	18	18
3. Successful engineering of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	25	22	16	19
4. Client References	25	23	18	17
	Totals	96	68	71
	Rank	1	3	2

Selection Committee: Guy Lane, Jimmy Cook, Ambers Carter

REQUEST FOR QUALIFICATIONS NO. 2025-06
ENGINEERING & INSPECTION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

		DHM Melvin Engineering	Blais & Associates, LLC	TFG
Score Avail.				
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	25	25	0	0
2. Key Professional Personnel qualifications and abilities	25	20	5	5
3. Successful engineering of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	25	15	0	10
4. Client References	25	20	5	5
TOTAL SCORE:	100	80	10	20

Evaluators Name: Amber Carter

Signature: [Signature]


Date: 8/21/25

REQUEST FOR QUALIFICATIONS NO. 2025-06
ENGINEERING & INSPECTION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

Section G, Item 6.

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

		DHM Melvin Engineering	Blais & Associates, LLC	TFG
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	25	25	25	25
2. Key Professional Personnel qualifications and abilities	25	25	25	25
3. Successful engineering of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	25	25	24	23
4. Client References	25	25	24	23
TOTAL SCORE:	100	100	98	96

Evaluators Name: Jimmy Cook
 Signature: 
 Date: 8/20/2025

REQUEST FOR QUALIFICATIONS NO. 2025-06
ENGINEERING & INSPECTION SERVICES FOR A FDACS FUNDED PROJECT
TO CONDUCT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY
RATING CRITERIA

All proposals received in accordance with this Request for Qualifications will be evaluated using the following worksheet.

	Score Avail.	DHM Melvin Engineering	Blais & Associates, LLC	TFG
1. Company/Firm's qualifications and capabilities (includes ability to follow directions)	25	23	23	25
2. Key Professional Personnel qualifications and abilities	25	24	25	24
3. Successful engineering of grant projects (including FDACS grants) for Florida jurisdictions and other Governmental Agencies	25	25	24	24
4. Client References	25	25	24	23
TOTAL SCORE:	100	97	96	96

Evaluators Name: _____

Signature: _____

Date: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Agreement for Engineering Design/CEI Services – RFQ No. 2025-06 - FDACS
Wastewater Energy Efficiency Project – David H. Melvin, Inc.

MEETING DATEPREPARED BY

Tuesday, September 9, 2025Patrice Tanner, City Administrator

SUMMARY

This will approve the Agreement for Engineering Design/CEI Services for the FDACS Wastewater Energy Efficiency Project with David H. Melvin, Inc. The engineering design services will be \$39,500.00 and the CEI services will be \$32,500.00 for a total fee of \$72,000.00.

RECOMMENDATION

City staff recommends approval of the agreement with David H. Melvin, Inc. in the amount of \$72,000.00.

ATTACHMENTS

1. Agreement

**Agreement for Engineering Design/CEI Services
Chipley Energy Efficiency Improvement Project
FDACS # 32604
City of Chipley
And
David H. Melvin, Inc.**

This agreement is made this ____ day of _____, 2025 between City of Chipley, a political subdivision of the State of Florida and David H. Melvin, Inc., a Florida corporation whose address is 4428 Lafayette Street, Marianna, Florida, for City of Chipley Energy Efficiency Improvement Project, FDACS #32606.

WHEREAS, the City of Chipley advertised for Engineering Design/CEI Services, RFP 2025-06, for City of Chipley Energy Efficiency Improvement Project funded through Florida Department of Agriculture and Consumer Services (#32604). After receiving and reviewing the responses to said advertisement, the City of Chipley desires to engage David H. Melvin, Inc., a firm with the required capabilities and qualifications to perform the design services as set forth in the scope of work contained in said FDACS agreement.

NOW, THEREFORE, the parties agree as follows:

SCOPE OF WORK: The Engineer shall provide Professional Design and Inspection Services to the City to complete the project in accordance with the City's Grant Agreement #32604 with FDACS. The project focuses on implementing critical infrastructure upgrades to optimize energy consumption, reduce operational costs, and ensure compliance with regulatory standards at the City of Chipley Wastewater Treatment Facility - 692 Rustin Drive, Chipley, FL 32428.

COMPENSATION: The City of Chipley agrees to compensate David H. Melvin, Inc. for such engineering design services the sum of \$39,500.00 and for such CEI services the sum of \$32,500.00 for a total fee of \$72,000.00.

SCHEDULE: The services to be provided hereunder will be completed commensurate with the City's Grant Agreement #32604 with Florida Department of Agriculture and Consumer Services. Project construction work is to be completed by July 31, 2026.

ADDITIONAL CONTRACT PROVISIONS: This contract shall also be subject to the terms and conditions contained in Attachment A which is incorporated herein and made a part hereof.

NOTICE/PROJECT MANAGER OF CONSULTANT: David H. Melvin, Inc.'s project manager for this project shall be as follows:

Brent E. Melvin, PE
Email: brentmelvin@melvineng.com
Office: 850-482-3045
Cell: 850-718-4204

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first hereinabove written.

DAVID H. MELVIN, INC.

CITY OF CHIPLEY

By: _____

By: _____

Name: Brent E. Melvin

Name: _____

Title: Vice President

Title: _____

ATTACHMENT A

PROGRAM REQUIRED CONTRACT CLAUSES

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

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 City. 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. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and 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 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.

10. Compliance with all Federal statutes relating to nondiscrimination.

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. Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance 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. Compliance with environmental standards which may be prescribed to the following:

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

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

Pertaining to the care, handling, and treatment of warm blooded 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. **Compliance with the mandatory standards and policies relating to energy efficiency which 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 described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The City can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)**
 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. **Preservation of open and competition and government neutrality towards contractors' labor 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. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs**
 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.

CERTIFICATION REGARDING LOBBYING

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

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 51160, Aug. 19, 2020, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

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

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

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) 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.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.

- (K) See § 200.216.
- (L) See § 200.322.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Professional Engineering Services Continuing Contract Extension – David H. Melvin, Inc.

MEETING DATEPREPARED BY

Tuesday, September 9, 2025Patrice Tanner, City Administrator

SUMMARY

City Council approved the Professional Engineering Services Continuing Contract with David H. Melvin, Inc. on March 8, 2022. The contract provided for an initial term of three (3) years with option to renew for two additional one-year terms. This extension will extend the contract until March 8, 2026.

RECOMMENDATION

City staff recommend approval of the Professional Engineering Services Continuing Contract Extension with David H. Melvin, Inc.

- ATTACHMENTS
1. Contract Extension

2. Original Continuing Services Contract

EXTENSION OF

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

HERETOFORE on March 8, 2022, the CITY OF CHIPLEY (City) and DAVID H. MELVIN, INC., (Consultant) entered into a contract for professional consulting services. Said contract provided for an initial term of three (3) years with option to renew for two additional one-year terms at the sole discretion of the Town; and

WHEREAS, the initial term of said contract expired on March 8, 2025. The City of Chipley, at its regular meeting on _____, voted to extend said contract and exercise its option to renew the contract for an additional one-year term;

NOW THEREFORE, the CITY OF CHIPLEY and DAVID H. MELVIN, INC. do hereby agree to extend the term of the Contract for Professional Engineering Services entered into by and between the parties on March 8, 2022 for an additional one year from expiration of the initial contract. The initial contract shall remain unchanged in all other respects and shall remain in full force and effect until March 8, 2026 unless otherwise terminated under the terms and conditions contained in said original contract.

DATED this ____ day of _____, 2025.

DAVID H. MELVIN, INC., Consultant

By: _____

Name/Title: _____

CITY OF CHIPLEY

By: _____

Name/Title: _____

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this 8th day of March, 2022, by and between CITY OF CHIPLEY (“City”), a political subdivision of the State of Florida, located at 1442 Jackson Avenue, Chipley, FL 32428, and DAVID H. MELVIN, INC., a Florida corporation, whose principal place of business is at 4428 Lafayette Street, Marianna, Florida 32446 (the “Consultant”), and whose Federal I.D. number is 59-2990336, in connection with City of Chipley’s Request for Qualifications No. 2022-01, and the professional services set forth therein.

WITNESSETH

WHEREAS, the City has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, after due review of the proposals, the City selected two (2) firms for continuing professional engineering services agreements; and

WHEREAS, Consultant was one of those firms selected; and

WHEREAS, City of Chipley (“City”) desires to obtain the professional services of the Consultant for the term of three (3) years with two (2) optional one-year renewal periods, concerning certain design, construction, permitting and engineering study services, said services being more fully described in Work Authorizations issued under this Contract for the projects.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT’S RESPONSIBILITIES**

1.1. Consultant shall provide to City professional engineering consulting services for the duration of this contract.

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and shall be issued periodically as Work Authorizations for identified tasks. Such tasks and scopes of work will be outline in a Work Authorization and all provisions of this Agreement apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will set forth a specific task, scope of services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the City. The Work Authorization form is attached hereto as Exhibit B, which is incorporated herein by reference.

1.3. The basis of compensation to be paid Consultant by the City for Basic Services is set forth in Article Five and Exhibit A, “Basis of Compensation” attached to each Work Authorization, which is attached hereto and incorporated herein. Work Authorization requests will be made to

Consultant as may be warranted, including but not limited to update to plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

David H. Melvin
Brent E. Melvin
Vance D. Coley

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the City, such approval or acceptance shall not be unreasonably withheld.

1.7 Consultant shall notify the City in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at City's request shall remove without consequence to the City any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. City has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

David H. Melvin
Brent E. Melvin
Vance D. Coley

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the City, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the City shall request in writing to be removed, which request may be made by the City with or without cause.

1.9. The Consultant has represented to the City that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the City's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the City of such conflict and utilize its best professional judgment to advise City regarding resolution of the conflict. At the City's request, Consultant shall, at no additional cost to City, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluation of the City's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to City, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO
BASIC AND ADDITIONAL SERVICES OF CONSULTANT

As authorized or required by the City in a Work Authorization, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the City as indicated in Article Five and Exhibit A and as confirmed in each Work Authorization. The following Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 are considered Basic Services and any other services are considered Additional Services.

2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with City to define and clarify City's requirements for the Project and available data.
- b. Advise City as to the necessity of City obtaining from Consultant Additional Services described in Article Two of this Agreement, including, but not limited to probings, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of City to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
- d. Identify and evaluate all reasonable alternate solutions available to County and, after consultation with City, recommend to City those solutions which in Consultant's judgment meet City's requirements for the Project.
- e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to City which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by City, a summary of allowances for other items and services included within the definition of Total Project Costs.
- f. Furnish three (3) review copies of the Report and any other deliverables to City within the timeframe established in the Work Authorization and review it with City.
- g. Revise the Report and any other deliverables in response to City's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the City within the timeframe established in the Work Authorization.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by City, as appropriate.

2.2. Preliminary Design.

After acceptance by City of the Report and any other deliverables, selection by City of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by City, as applicable, and upon written authorization from City, Consultant shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

- b. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
- c. Provide to City three (3) copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
- d. Advise City as to the necessity of City obtaining from Consultant, Additional Services described in Article Three of this Agreement, such as, but not limited to probings, subsurface explorations, special permits, or other similar investigations. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist County in collating the various cost categories which comprise Total Project Costs.
- e. Keep City informed as to the status of the project design through no less than monthly meetings at the City's offices.
- f. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to City within the timeframe established in the Work Authorization, and review them with City.
- g. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from City, as appropriate, and furnish to City three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within the timeframe established in the Work Authorization.

Consultant's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to City.

2.3. Final Design.

After acceptance by City of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any City-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from City, Consultant shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- b. Provide technical criteria, written descriptions, and design data for City's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist City in consultations

with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

c. Advise City of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Consultant.

d. Prepare and furnish Bidding Documents for review by the City, its legal counsel, its other advisors, and regulatory agencies, within the timeframe established in the Work Authorization, and assist City in the preparation of other related documents. Review to ensure conformity with the technical specifications and incorporate into the Bidding Documents, the City's standard specifications.

e. Revise the Bidding Documents in accordance with comments and instructions from the City, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to City within the timeframe established in the Work Authorization. Consultant shall also provide an electronic copy of the Bidding Documents to the City.

Consultant's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.3.1 have been delivered to and accepted by City.

2.4. Construction Bid Services.

After acceptance by City of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase Consultant shall:

a. Assist City in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, if any.

b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

c. Provide information or assistance needed by City in the course of any negotiations with prospective contractors.

d. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

e. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.

f. Attend the Bid opening, prepare Bid tabulation sheets, and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

- g. Provide City with a recommendation of contract award.

The Bidding or Negotiating Phase will be considered complete upon contract award by the City to the successful bidder.

2.5. Construction Contract Administration. (CEI Services)

Upon successful completion of the Bidding and Negotiating Phase Consultant shall:

- a. Consult with City and Contractors as reasonably required and necessary with regard to the construction of the project and act as City's representative. All of City's instructions to Contractor will be issued through Consultant.
- b. Coordinate and conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- c. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- e. In connection with observations of a contractor's Work while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant or City deems necessary, to observe as an experienced and qualified design professional the progress and quality of contractor's executed Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of contractor's Work in progress or to involve detailed inspections of contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
 - ii. The purpose of Consultant's visits to the Site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that contractor has implemented and maintained the integrity of the design concept of the completed Project as a

functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of contractor's Work in progress, supervise, direct, or have control over contractor's Work, nor shall Consultant have responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety on the Site, for safety precautions and programs incident to contractor's Work, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work.

iii. The Consultant shall consult with the City's inspector and review all observations and inspection reports performed by the City's inspector to ensure the Work conforms in general to the Contract Documents. Consultant shall promptly notify the City as to any deviations from the Contract Documents.

f. Recommend to City that contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

g. Review materials and workmanship of the Project and report to City any deviations from the Contract Documents which may come to the Consultant's attention; determine the acceptability of work and materials and make recommendation to City to reject items not meeting the requirements of the Contract Documents.

h. Recommend to the City in writing that the work, or designated portions thereof, be stopped if, in Consultant's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition, such stoppage to be only for a period reasonably necessary for the determination of whether or not the work will in fact comply with the requirements of the Contract Documents.

i. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the Consultant.

j. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

k. Negotiate with the contractor the scope and cost of any contract Change Order or Work Change Directive and provide a recommendation to the City. Prepare and issue Change Orders and Work Change Directives as required or directed by the City.

- l. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
- m. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by contractor.
- n. Require special inspections or tests of contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by applicable laws and regulations of any governmental agency or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- o. Assist and coordinate with City, contractor and, if applicable, their Operations Contractor, with regard to start-up and testing requirements of the Project. Review and approve all required start-up procedures required by the Contract. Observe all start-up activities to ensure conformity with the requirements of the Contract Documents. Review and approve any performance testing required by the Contract Documents.
- p. Assist City with the coordination of any training of the City's Operations contractor.
- q. Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted claim by City or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to City or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- r. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as Consultant's observations at the site and evaluations of the data reflected in contractor's application for payment, Consultant shall render a recommendation to City concerning the amount owed to the contractor and shall forward the contractor's application for such amount to City. Such approval of the application for payment shall constitute a representation by Consultant to City, based on observations and evaluations, that:

- i. The work has progressed to the point indicated.
 - ii. The work is in substantial accordance with the Contract Documents.
 - iii. The contractor is entitled to payment in the recommended amount.
- s. Receive, review, and transmit to City maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data, and all required record documents which are to be assembled by contractor in accordance with the Contract Documents to obtain final payment.
- t. Promptly after notice from contractor that contractor considers the entire Work ready for its intended use, in company with City and contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If, after considering any objections of City, Consultant considers the Work substantially complete Consultant shall deliver a certificate of Substantial Completion to City and contractor. If not, Consultant shall develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the City concerning the acceptability of Work done and the use of the Project.
- u. Prepare and furnish to City two (2) sets of project record drawings showing appropriate record information based on Record Drawing information from contractor and Project documentation received from the City's inspector. Consultant shall also provide City with an electronic copy of the project record documents.
- v. In company with City, conduct a final inspection and assist City in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but not limited to, lien waivers, contractor's final affidavit, close-out change orders, certificate of final completion, and final payment application.
- w. The construction phase will terminate upon written recommendation by Consultant for final payment to Contractors.

2.6. Detailed Observation of Construction.

Construction work shall be done under the full-time observation of at least one representative of Consultant; or by such additional representatives of the Consultant as may be necessary for observing the construction of the Project, as may be authorized and approved by the City. During detailed observation of construction Consultant shall act to protect City's interests in Project and:

- a. Take 3 x 5 color 35 mm photographs of important aspects of the Project process and submit same together with corresponding negatives on a continuous basis to

County; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings.

- b. Maintain appropriate field notes from which record drawings can be generated.
- c. Maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project.
- c. Observe operation or performance testing and report findings to City and contractor [optional insert i.e., including copies of bacteriological and pressure tests] when potable water lines are involved upon completion of operable units.

2.7. Post-Construction Phase.

Upon written authorization from City, Consultant, during the post-construction phase, shall:

- a. Provide assistance in connection with the adjusting of Project equipment and systems.
- b. Assist City in training City staff to operate and maintain Project equipment and systems.
- c. Assist City in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
- d. Together with City, visit the Project to observe any apparent defects in the Work, assist City in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
- e. In company with City or City's Representative, provide an inspection of the Project within one month before the end of the correction period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

The post-construction phase services may commence during the construction phase and will terminate at the end of the Construction Contract's correction period.

2.8. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 through 2.7 above and if authorized in an approved Work Authorization, Consultant shall furnish the following additional services:

- a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.

- b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, City's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
- c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.
- d. Providing renderings or models for City's use.
- e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting City in obtaining process licensing.
- f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.
- g. Services during out-of-town travel required of Consultant and directed by City, other than visits to the Project site or City's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for City in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).

l. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The City shall designate in writing a representative to act as City's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "City's Representative"). The City's Representative shall have City to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Consultant's services for the Project. However, the City's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder or is any approved Work Authorization;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the City is obligated or committed to pay the Consultant.

3.2. The City's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant to complete grant applications as to City's requirements for the projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the City's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the project;
- d. Arrange for access to and make all provisions for Consultant to enter the projects site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the City with respect to the services to be rendered by Consultant hereunder.

3.3 Consultant acknowledges that access to the Project Site, to be arranged by City for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4 City shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5 For the purposes of this Contract, the City's Representative shall be:

Dan Miner, City Manager

ARTICLE FOUR TERM AND TIME

4.1 The term of this Agreement shall commence on date of the execution hereof and continue for three years, unless otherwise terminated as provided herein. At the City's sole discretion, the term of this Agreement may be extended for two (2) additional one (1) year terms under the same terms and conditions as provided herein.

4.2. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Work Authorizations issued pursuant to this Contract, after receiving written Notice to Proceed from City for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Work Authorization for the Project.

4.3. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the City, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify City in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from City. Consultant's sole remedy against City will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or

remedies available to the City hereunder, the City at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the City's satisfaction that the Consultant's performance is or will shortly be back on schedule.

4.6. When the Consultant and the City enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, the Consultant and the City agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the Work Authorization have been performed. Cancellation by the City of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Agreement. It does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the City for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the City under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the City. The Consultant shall notify the City's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the City clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the City's Representative, Consultant will provide City with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and any approved Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the City for each Work Authorization.

This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against City for additional payment.

5.6 Consultant acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**ARTICLE SIX
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against City arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by City shall be deemed to be a waiver of any of City's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

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

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for City to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Work Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by City pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The City may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that City otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against City shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. City shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against City shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the City all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The City shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The

Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The City is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of City. Consultant, at its own expense, may retain

copies for its files and internal use. Consultant assumes no liability for the use of such documents by the City or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the City in order to perform the Scope of Services identified herein.

b. Upon request from the City provide the City with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the City.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the City.

d. Transfer, at no cost, to City all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the City.

e. If Consultant does not comply with a public records request, the City shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-638-6350.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem

necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the City, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by City, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the City. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if required by the City. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the City applicable to this Project.

14.2. The acceptance by the City of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by City, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the City. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to City that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name City as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by City, certified, true copies of the renewal policies shall be furnished by Consultant sixty (60) days prior to the date of expiration.

Should at any time the Consultant not maintain the insurance coverages required in this Contract, the City may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Director of Risk Management and Insurance. The CITY

may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

f. The City shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. City of Chipley, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees or volunteers.

g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by City during the term of this Contract. City will not pay for increased limits of insurance for subcontractors.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against City of Chipley, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant agrees to indemnify and hold harmless and defend the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Contract.

15.2. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by City from (a) any breach or misconduct by the Consultant of this Contract, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the negligent performance of this Contract by the Consultant and the Consultant's agents, employees, invitees, and (d) Consultant acknowledges and agrees that City would not enter

into this Contract without this indemnification of City by Consultant, and that City's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the City's attorney, in which the contractor agrees to hold harmless and to defend City, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. City acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

**ARTICLE SIXTEEN
SUCCESSORS AND ASSIGNS**

16.1. The City and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

**ARTICLE SEVENTEEN
REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Washington County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the City, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the City as to whether the association, interest or circumstance would be reviewed by the City as constituting a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of Directors by the Consultant within thirty (30) days of the City's notice to the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The Consultant shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY NONDISCRIMINATION

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover

reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the City Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that City shall from time to time issue Work Authorizations for Consultant to perform work. Work Authorizations shall be duly approved by the City prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with City Representative in negotiating the cost and schedule of said work orders prior to submission for approval. The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the City's decision to proceed with the change. Consultant shall be entitled to invoice City for that portion of the work completed prior to receipt of the written notice.

23.3. If the City elects to make the change, the City shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The City and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Four - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in

the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Consultant, in representing City, shall promote the best interest of City and assume towards City a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of City.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

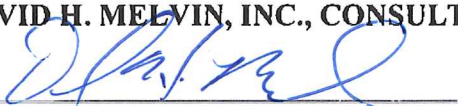
25.8. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Washington County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

ARTICLE TWENTY-SIX SEVERABILITY

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

DAVID H. MELVIN, INC., CONSULTANT


David H. Melvin, President

3-11-22

CITY OF CHIPLEY


Tracy L. Andrews, Mayor


Attest

Approved as to form


Michelle B. Jordan, City Attorney

EXHIBIT A
BASIS OF COMPENSATION

BASIS OF COMPENSATION

- A.1. Basic Services Outlined In Sections 2.1, 2.2, 2.3, 2.4 and 2.5 of this Agreement:**
- A.1.1. As consideration for providing Basic Services as set forth in Article Two, Sections 2.1, 2.2, 2.3, 2.4 and 2.5, the City agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within each applicable Work Authorization. The employee rates included in the lump sum fees shall be based upon the Consultant's Employee Hourly Rate Schedule for employee's working under this Agreement, which is attached hereto.
- A.1.2. Payment for Basic Services under Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Agreement shall be paid on a lump sum basis in accordance with set milestones as set forth below or in equal monthly installments based upon the estimated time for completion of the services, as determined in an approved Work Authorization:
- (a) the 2.1 milestone shall be the submittal to City of the Design Report and Consultant's initial professional opinions of probable total Project and construction costs.
 - (b) the 2.2 milestone shall be the submittal to City of the preliminary Contract Documents and Consultant's preliminary opinions of probable total Project and construction costs.
 - (c) the 2.3 milestone shall be the submittal to the City of the final Contract Documents after City's approval of detailed opinions of probable total Project and construction costs.
 - (d) the 2.4 milestone shall be the award of bids by City.
 - (e) the 2.5 milestone shall be the close-out of construction contract, final inspection and submittal of record drawings and final report of variations from the construction Contract Documents.
- A.2. Basic Services Outlined in Section 2.6 and 2.7 and Additional Services Outlined in Section 2.8 of this Agreement:**
- A.2.1. As consideration for providing Basic Services under Section 2.6 entitled "Detailed Observation of Construction", Section 2.7 entitled Post Construction Services, and for properly approved Additional Services set forth in Section 2.8 of this Agreement, City agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis. Payments for services provided under Sections 2.6, 2.7, and 2.8 of this Agreement shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Agreement, which is attached hereto. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule" provided such overtime work is approved by City in advance whenever possible and not due to Consultant's own fault or neglect.

A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Basic Services under Section 2.6 and 2.7 of Additional Services under Section 2.8, in the interest of a Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by City, other than visits to the Project Site or City's office;
- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of Basic Services;
- (c) when authorized in advance by City, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by City.

A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:

- (a) expenses for transportation and subsistence;
- (b) overhead, including field office facilities;
- (c) overtime not authorized by City; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

A.3. Payments

A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. The number of the Work Authorization by which City has authorized services, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in a form and manner required by City.

A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for City's budgeting, authorizing and monitoring of expenditures under this Agreement.

A.3.3. As compensation for coordinating subconsultant activities for City, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Sections 2.6, 2.7, and 2.8 of this Agreement. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5.

CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE

<u>Position</u>	<u>Hourly Billing Rate</u>
Principal Engineer	\$225
Specialty/Senior Engineer	\$180
Professional Engineer	\$150
Project Engineer	\$115
Senior CADD Designer	\$125
CADD Designer	\$100
CEI Project Manager/Administrator	\$130
Contract Support Specialist	\$95
Senior Inspector	\$120
Asphalt Plant Inspector	\$110
Inspector	\$90
Inspector Aide	\$60
Senior Planner	\$150
Planner	\$120
Senior Landscape Architect	\$165
Landscape Architect	\$140
Senior Environmental Scientist	\$120
Environmental Scientist	\$100
Project Administrator/Project Manager	\$130
Senior Grant Administrator	\$120
Grant Support Specialist	\$95
Administrative Assistant	\$65

EXHIBIT B
WORK AUTHORIZATION FORM

Work Authorization No. _____

to

Professional Services Agreement Between
City of Chipley, a political subdivision of the State of Florida

and

David H. Melvin, Inc.

A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses the necessary services for (*Project Name/Description and Number*). The project includes...

The project is required...

Tasks associated with this project include [Reference Sections 2.1 through 2.8, as applicable]...

B. PROJECT COST:

PROJECT: XX XXX

	Billed At	Number of Hours	Cost Extended
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Project Engineer	\$\$	6	\$\$

LUMP SUM FEE: \$

or

NOT-TO-EXCEED FEE: \$

C. PROJECT SCHEDULE:

Preliminary Design (30%) - complete XX days from notice to proceed

Preliminary Design (60%) - complete XX days from notice to proceed

Preliminary Design (90%) - complete XX days from notice to proceed

Final Design - complete XX days from notice to proceed

Bid Services - complete XX days from notice to proceed

Construction - Contract Admin complete XX months after construction notice to proceed

D. NOTICE/PROJECT MANAGER OF CONSULTANT

APPROVED BY:

David H. Melvin, President	Mayor, City of Chipley
David H. Melvin, Inc.	
4428 Lafayette Street	
Marianna, FL 32446	
850-482-3045	

Dated this ____ day of _____, 2022.

EXHIBIT C
FEDERAL CONTRACT REQUIREMENTS

FEDERAL PROVISIONS

1. Equal Employment Opportunity

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

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

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

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

2. Davis Bacon Act

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

3. Copeland Anti-Kickback Act

- (a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- (b) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (c) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- (d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards

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

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

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

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

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

(f) The City shall upon its own action or upon written 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. Compliance with Clean Air Act

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

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

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

6. Compliance with Federal Water Pollution Act

(a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

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

7. Debarment and Suspension

(a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

8. Byrd Anti-Lobbying Amendment

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

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

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

9. Procurement of Recovered Materials

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

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

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

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

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

10. Civil Rights Act of 1964

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

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

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

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

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

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

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

13. Records and Audits

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

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

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

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

15. No Obligation by Federal Government

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

16. Fraud and False or Fraudulent or Related Acts

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

Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

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

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; and
- ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

ATTACHMENT C

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal, or Contract for CITY OF CHIPLEY for Professional Engineering Services.
2. This sworn statement is submitted by David H. Melvin, Inc. whose business address is 4428 Lafayette Street, Post Office Box 840, Marianna, Florida 32447 and (if applicable) its Federal Employers Identification Number (FEIN) is 59-2990336.
3. My name is David H. Melvin and my relationship to the entity named above is President.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The OWNERSHIP by one person of shares constituting a controlling interest in another persons, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

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), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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 any 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.)

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has 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 the 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, AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order was entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attached a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the AGENCY of General Services.)

David H. Melvin, President

Date: _____

STATE OF FLORIDA
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me by David H. Melvin, President for David H. Melvin, Inc., who is personally known to me on this _____ day of _____, 2022, by means of physical presence.

Notary Public
My Commission Expires:

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

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

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

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

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

The Contractor, David H. Melvin, Inc., 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:

David H. Melvin, President

Date _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Professional Grant Administration Services Continuing Contract Extension – David H. Melvin, Inc.

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

City Council approved the Professional Grant Administration Services Continuing Contract with David H. Melvin, Inc. on June 14, 2022. The contract provided was for an initial term of three (3) years with the option to renew for two additional one-year terms. This extension will extend the contract until June 14, 2026.

RECOMMENDATION

City staff recommend approval of the Professional Grant Administration Services Continuing Contract Extension with David H. Melvin, Inc.

ATTACHMENTS

1. Contract Extension
2. Original Continuing Services Contract

**EXTENSION OF
CONTRACT FOR PROFESSIONAL GRANT WRITING AND PROGRAM
IMPLEMENTATION SERVICES**

HERETOFORE on June 14, 2022, the CITY OF CHIPLEY (City) and DAVID H. MELVIN, INC., (Consultant) entered into a contract for professional grant writing and program implementation services. Said contract provided for an initial term of three (3) years with option to renew for two additional one-year terms at the sole discretion of the Town; and

WHEREAS, the initial term of said contract expired on June 14, 2025. The City of Chipley, at its regular meeting on _____, voted to extend said contract and exercise its option to renew the contract for an additional one-year term;

NOW THEREFORE, the CITY OF CHIPLEY and DAVID H. MELVIN, INC. do hereby agree to extend the term of the Contract for Professional Grant Writing and Program Implementation Services entered into by and between the parties on June 14, 2022 for an additional one year from expiration of the initial contract. The initial contract shall remain unchanged in all other respects and shall remain in full force and effect until June 14, 2026 unless otherwise terminated under the terms and conditions contained in said original contract.

DATED this ____ day of _____, 2025.

DAVID H. MELVIN, INC., Consultant

By: _____

Name/Title: _____

CITY OF CHIPLEY

By: _____

Name/Title: _____

**AGREEMENT BETWEEN
CITY OF CHIPLEY
AND
DAVID H. MELVIN, INC.
FOR
CONTINUING GRANT ADMINISTRATION
AND PROGRAM DELIVERY SERVICES**

This Contract is entered into this 14th day of June, 2022 between CITY OF CHIPLEY, hereinafter referred to as the "OWNER" and DAVID H. MELVIN, INC., a Florida Corporation, located at 4428 Lafayette Street, Post Office Box 840, Marianna, Florida 32447, hereinafter referred to as the "CONSULTANT". This Contract shall become effective immediately subject to and contingent upon receipt by the OWNER of the Community Development Block Grant. Each of the governmental Granting agencies shall hereinafter be referred to as the "AGENCY".

WITNESSETH

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

WHEREAS, the OWNER HAS pursued the professional services selection process contemplated under section 278.055, Florida Statutes; and after due review has selected two firms to provide grant administration services. Consultant was selected as one of those firms to provide such services for the term of three (3) years with two (2) optional one-year renewal periods. Owner has determined that David H. Melvin, Inc., is fully qualified to perform Administrative Services as required to implement the Grant PROGRAM.

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

I. Covenant for Services

The owner does hereby contract with the CONSULTANT to perform the services described herein and the CONSULTANT does hereby agree to perform such services under the terms and conditions set forth in this Contract as well as any Work Authorization issued hereunder. Any Work Authorization issued hereunder shall be in a format such as that provided as Attachment D which is attached hereto and made a part hereof and shall be subject to the terms and conditions of this master agreement.

II. Availability of Funds

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

III. Scope of Services

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

IV. Consideration and Method of Payment

- A. The OWNER agrees to pay the CONSULTANT for CDBG Grant Administration and Program Delivery Cost as set forth in each Work Authorization issued hereunder and in accordance with the Owner's grant agreement.
- B. For CDBG Grant Administration and Program Delivery Cost Services, the CONSULTANT will submit invoices specifying accomplishments toward meeting the tasks as specified in Attachment A. The invoice

shall be submitted to the OWNER's contract manager for review. Upon approval of the contract manager of their designated representative, the payment will be issued as soon as practicable.

C. All financial reports shall be submitted in detail sufficient for a proper pre- and post- audit thereof.

V. Public Records

See Attachment B, Section 5.

VI. Subcontracts

(A) If the CONSULTANT subcontracts any of the work required under this Contract, the CONSULTANT agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the OWNER.

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

VII. Hold Harmless

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

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

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

VIII. Modification of Contract

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

IX. Termination (Cause or Convenience)

(A) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(B) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1A above.

(C) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the local government because of the CONSULTANT's default.

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

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

(D) Upon receipt of a termination action under paragraphs A or B above, the CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONSULTANT in performing this contract, whether completed or in process.

(E) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

(F) If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph C above.

X. Notice and Contact

(A) The OWNER's Contract Manager for this Contract is Dan Miner, City Manager.

(B) The representative of the CONSULTANT responsible for the Administration of this Contract is David H. Melvin, President. Project Manager shall be Vance Coley.

(C) In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

XI. Terms and Conditions

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

XII. Eligibility

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

XIII. Conflict of Interest

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

XIV. Remedies

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

XV. Access to Records

The local government, the AGENCY and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

XVI. Retention of Records

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

XVII. Environmental Compliance

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

XVIII. Energy Efficiency

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

XIX. Prohibition Against Contingent Fees

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

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

XXI. Federal Statutory Requirements

The CONSULTANT and the OWNER shall comply with the provisions contained in Attachment B and incorporated herein.

XXII. Lobbying

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

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

XXIII. Additional Terms

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

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

DAVID H. MELVIN, INC.

By: 

Name and Title: David H. Melvin, President

CITY OF CHIPLEY

By: 

Name and Title: Tracy L. Andrews, Mayor

ATTACHMENT A

SCOPE OF SERVICES

Task 1 – Compliance Monitoring

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

Task 2 – Financial Management

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

Task 3 – Reporting Requirements

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

Task 4 – Environmental Review

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

Task 5 – Program Policy Development

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

Task 6 – Duplication of Benefits Review/Analysis

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

Task 7 – Grant Application Preparation

- As necessary and desired by the City, develop and submit grant applications according to each program and its guidelines.

ATTACHMENT B

FEDERAL PROVISIONS**1. Equal Employment Opportunity**

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

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by all the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the local government and the Florida and United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis Bacon Act

(a) This section applies to all construction contracts in excess of \$2,000.

(b) In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

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

3. Copeland Anti-Kickback Act

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

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

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

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

4. Contract Work Hours and Safety Standards

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

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

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

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

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

(f) The City shall upon its own action or upon written 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. Compliance with Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq.
- (b) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include the requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

6. Compliance with Federal Water Pollution Act

- (a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (b) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Debarment and Suspension

- (a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

8. Byrd Anti-Lobbying Amendment

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

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

9. Procurement of Recovered Materials

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

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

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

10. Civil Rights Act of 1964

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

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

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

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

- (a) The work to be performed under this contract is assisted by direct federal assistance from the U. S. AGENCY of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the AGENCY issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the AGENCY issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors and assigns to those sanctions specified by the Grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

13. Records and Audits

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

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

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

- (a) The Housing and Community Development Act of 1974, as amended;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- (c) Section 18 of the Small Business Act (15 U.S.C. § 637), as amended;
- (d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- (e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 710660): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- (f) Public Law 114-223; Continuing Appropriations Act, 2017;
- (g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- (h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- (i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- (j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

15. No Obligation by Federal Government

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

16. Fraud and False or Fraudulent or Related Acts

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

17. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

- (b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;

or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

ATTACHMENT C

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal, or Contract to City of Chipley for Professional Administrative Services in accordance with the GRANT agreement.
2. This sworn statement is submitted by David H. Melvin, Inc. whose business address is 4428 Lafayette Street, Post Office Box 840, Marianna, Florida 32447 and (if applicable) its Federal Employers Identification Number (FEIN) is 59-2990336.
3. My name is David H. Melvin and my relationship to the entity named above is President.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The OWNERSHIP by one person of shares constituting a controlling interest in another persons, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been 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), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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 any 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.)

X

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has 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 the 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, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

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

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

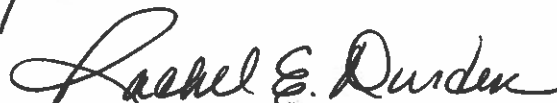


David H. Melvin, President

Date: 5-23-2022

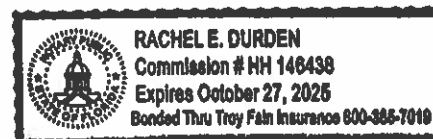
STATE OF FLORIDA
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me by David H. Melvin, President for David H. Melvin, Inc., who is personally known to me on this 23 day of May, 2022, by means of physical presence.



Notary Public

My Commission Expires:



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

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

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

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

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

The Contractor, David H. Melvin, Inc., 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: David H. Melvin, President

Date 5-23-2022

ATTACHMENT D

Work Authorization No. _____
to

Professional Services Agreement Between
City of Chipley, a political subdivision of the State of Florida

and

David H. Melvin, Inc.

A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization is issued under master agreement between the parties dated _____ and all terms and conditions of said master agreement apply hereto. This work authorization addresses the necessary services for *(Project Name/Description and Number)*. The project includes...

The project is required...

Tasks associated with this project include [Reference Sections 2.1 through 2.8, as applicable]...

B. PROJECT COST:

PROJECT: XX XXX

	Billed At	Number of Hours	Cost Extended
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Project Engineer	\$\$	6	\$\$

LUMP SUM FEE: \$

or

NOT-TO-EXCEED FEE: \$

C. PROJECT SCHEDULE:

- Preliminary Design (30%) - complete XX days from notice to proceed
- Preliminary Design (60%) - complete XX days from notice to proceed
- Preliminary Design (90%) - complete XX days from notice to proceed
- Final Design - complete XX days from notice to proceed
- Bid Services - complete XX days from notice to proceed
- Construction - Contract Admin complete XX months after construction notice to proceed

D. NOTICE/PROJECT MANAGER OF CONSULTANT

APPROVED BY:

David H. Melvin, President
David H. Melvin, Inc.
4428 Lafayette Street
Marianna, FL 32446
850-482-3045

City Manager, City of Chipley

DATED this _____ day of _____ 2022.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Homecoming Parade – Chipley High School

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The Homecoming Parade will be held on Friday, October 17, 2025, starting at 12:30 p.m. using the new parade route.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for the Chipley High School Homecoming Parade.

ATTACHMENTS

1. Special Event Application
2. Parade Route Map



City of Chipley

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



Special Event Application

Name/Organization: Chipley High School

Address: 1545 Brickyard Rd, Chipley, FL

Contact person: Alex Webb Phone: 260-5217 Fax: _____

E-mail: alex.webb@wcsdschools.com

Type of Event: Homecoming Parade

Purpose of Event: Homecoming for Chipley High School

Location of Event: Outdoors _____ Indoors/Outdoors

Date(s) & Time(s) of Event: October 17, 2025 @ 12:30 pm

Amount of Liability Insurance: _____ (attach copy of policy)

Concert Yes/No If yes, What type of music? No

Will food and nonalcoholic beverages be sold? No

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: _____

Are security and/or medical services provided? _____

Applicant Signature: Julian M. Webb Date: 8/12/24

Approved { } Denied { }

Mayor's Signature: _____ Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a Homecoming Parade 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 WHEREOF, the undersigned has executed this release, this 12TH day of AUGUST, 20 25.

FIRM OR
ORGANIZATION: Chipley High School

Julian A. Webb
Signature

JULIAN A. WEBB
Print Name

[Signature]
Witness

[Signature]
Witness

Jesse Carter
Print Name

Stem Griffin
Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by _____, who is personally known to me or who produced _____ as 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 _____ day of _____, 20 ____.

Notary Public



City of Chipley

CITY HALL

1442 Jackson Avenue

P.O. Box 1007

Chipley, Florida 32428

(850) 638-6350 Fax: (850) 638-6353



Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: Chipley High School		Person in Charge: Alex Webb		Date: 8/12/25
Address of Organization: 1545 Brickyard Rd, Chipley, FL			Telephone Number: 260-5217	
Title of Event: Homecoming for Chipley High School				
Date of Event: October 17, 2025 @ 12:30 pm	Starting Time of Event: 12:30 pm	Duration of Event: 1 1/2 hrs	Actual Closing Time (Set up of barriers, Etc.)	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): The new parade route. From the old high school parking lot on N Railroad Ave, go to 2nd St. and turn south, then go to SR 90 and turn East, then go to SR 77 and turn North, then go to Church Ave and turn West, then go to 3rd St. and turn North, then go to Watts Ave and turn West, then go to 2nd St. and turn South, then go to N Railroad Ave. and turn West back to the parking lot.				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier: _____ Policy Effective Date: _____				
Coverage Amount: _____ (\$1,000,000 Minimum)				
Length of Coverage: _____ Days				
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): 				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter	Signature of Police Chief:		Date Signed:	
Name and Title of City Official: Patrice Tanner, City Administrator	Signature of City Official:		Date Signed:	

From Jim Trawick Parking Lot on North Railroad Avenue to 2nd Street, turn east on HWY 90, Turn north on HWY 77, turn west on Church Avenue, Turn north on 3rd Street, Turn west On Watts Avenue, turn South on 2nd Street, Turn west on Railroad Back to Jim Trawick Park.



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Fall Block Party – Project Downtown Chipley, LLC

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Project Downtown Chipley, LLC is requesting to hold a Fall Block Party on Thursday, October 23, 2025 from 6:00 p.m. – 9:00 p.m. in the downtown area. This includes road closures on North Railroad (2nd Street to MLK), South Railroad (2nd Street to 7th Street), 5th Street (Hwy 90 to Church Avenue) and 7th Street (Hwy 90 to Church Avenue). Various other alleyways and additional closings per City Police Department as needed for safety and traffic flow.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for the Fall Block Party.

ATTACHMENTS

1. Special Event Application



City of Chipley

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



Special Event Application

Name/Organization: Project Downtown Chipley, LLC

Address: 1367 S Blvd Suite C Chipley, FL

Contact person: Kristin Martin Phone: 850-326-6506 Fax: _____

E-mail: kmartin.spcinc@gmail.com

Type of Event: Fall Block Party (Fall Festival)

Purpose of Event: to foster community engagement and support local downtown

businesses by attracting families and visitors to enjoy a festive evening of seasonal attractions in the heart of Chipley.

Location of Event: Downtown Chipley - Railroad / Main Street areas Indoors/Outdoors

Date(s) & Time(s) of Event: Thursday October 23, 2025 6pm - 9pm

Amount of Liability Insurance: 1,000,000 (attach copy of policy)

Concert Yes/No If yes, What type of music? Not a concert but will have Live Musc - various genres

Will food and nonalcoholic beverages be sold? Not by the event host.

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: 500

Are security and/or medical services provided? Yes

Applicant Signature: _____ Date: 09.04.2025

Approved { } Denied { }

Mayor's Signature: _____ Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a Fall Block Party 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 WHEREOF, the undersigned has executed this release, this _____ day of _____, 20 ____.

FIRM OR

ORGANIZATION: Project Downtown Chipley

K. Martin
Signature

Kristin Martin

Print Name

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF WASHINGTON**

The foregoing instrument was acknowledged before me by _____, who is personally known to me or who produced _____ as 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 _____ day of _____, 20 ____.

Notary Public



City of Chipley

CITY HALL

1442 Jackson Avenue

P.O. Box 1007

Chipley, Florida 32428

(850) 638-6350 Fax: (850) 638-6353



Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: Project Downtown Chipley, LLC		Person in Charge: Kristin Martin		Date: 09.04.25
Address of Organization: 1367 S Blvd Ste C Chipley, FL 32428			Telephone Number: 850-326-6506	
Title of Event: Fall Block Party				
Date of Event: 10.23.25	Starting Time of Event: 6pm	Duration of Event: 3hours	Actual Closing Time (Set up of barriers, Etc.) 4pm	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): N/S Railroad from 2nd street to 8th Street. 2nd street from N to S Railroad, 5th Street from Hwy 90 to Church Ave, 7th Street from Hwy 90 to Church Ave (various other alleyways and additional closings per city/CPD as needed)				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier: <u>TBD</u>		Policy Effective Date: _____		
Coverage Amount: _____		(\$1,000,000 Minimum)		
Length of Coverage: _____		Days		
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): 				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Scott Thompson	Signature of Police Chief:		Date Signed:	
Name and Title of City Official: Dan Miner, City Administrator	Signature of City Official:		Date Signed:	

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-48 – Florida Commerce Agreement No. M0041 – Amendment No. 3 – Mongoven Building Project

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the Florida Department of Commerce Agreement No. M0041 – Amendment No. 3 in order to amend the Mongoven Building Project Agreement Section 3, Period of Agreement extending the Project End Date to September 30, 2026, unless otherwise terminated as provided in this Agreement.

RECOMMENDATION

City staff recommends approval of Resolution No. 25-48.

ATTACHMENTS

1. Resolution No. 25-48
2. Florida Commerce Agreement No. M0041 – Amendment No. 3

RESOLUTION NO. 25-48

A RESOLUTION APPROVING AN AGREEMENT AMENDMENT IDENTIFIED AS AMENDMENT THREE TO THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) INFRASTRUCTURE PROGRAM SUBRECIPIENT AGREEMENT NO. M0041 (CFDA NO. 14.228), BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the State of Florida, Department of Commerce “Commerce”, and the City of Chipley, Florida “Grantee” entered into agreement M0041 “Agreement”; and

WHEREAS, Commerce and the Grantee may individually be referred to herein as a “Party” or collectively as the “Parties”; and

WHEREAS, the Parties wish to amend The Mongoven Building Project Agreement Section 3, Period of Agreement extending the Project End Date to September 30, 2026, unless otherwise terminated as provided in this Agreement.

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

1. The City of Chipley hereby approves the State of Florida, Department of Commerce Agreement No. M0041, Amendment Three.
2. The City for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree to perform the duties of this agreement as amended.
3. The Mayor or Mayor Pro-Tem of the City of Chipley be hereby authorized and directed to execute the agreement.
4. A certified copy of this Resolution be forwarded to the FDEO along with the executed Agreement.

PASSED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 2025.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

**AMENDMENT THREE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
HOMETOWN REVITALIZATION PROGRAM
SUBRECIPIENT AGREEMENT**

On **April 14, 2022**, the State of Florida, Department of Commerce (“Commerce”) and the **City of Chipley, Florida** (“Subrecipient”) entered into **agreement M0041** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Agreement was previously amended on **June 16, 2022**, and **January 16, 2025**;

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. This Agreement is hereby reinstated as though it had not expired.
2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins **April 14, 2022**, (the “Effective Date”) and ends **September 30, 2026**, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce’s Deputy Secretary of the Division of Community Development approves such extension.
3. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

~ Remainder of Page Left Intentionally Blank ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **M0041**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF CHIPLEY, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
TRACY L. ANDREWS	J. ALEX KELLY
MAYOR	SECRETARY
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-49 – FDEP FRDAP Grant Application Submission - Jim Trawick Park Phase X

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submittal of an application for a FRDAP grant for Jim Trawick Park Phase X in the amount of \$200,000. These improvements will include: Soccer Field Renovation, Playground Renovation to include ADA Equipment; Baseball Field No. 7 Renovation, Softball/T-Ball Field No. 8 Renovation, Add Exercise Station to Walking Trail, Picnic Facility Renovation, New Batting Cages, Restroom Renovation, Batting Cages Renovation, New Bleachers, Sidewalk to Batting Cages and Sidewalk to Playground Renovation.

RECOMMENDATION

City staff recommends approval of Resolution No. 25-49.

ATTACHMENTS

1. Resolution No. 25-49

RESOLUTION NO. 25-49**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2026-2027.**

WHEREAS, the City of Chipley desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

WHEREAS, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the City of Chipley, Florida corporate limits and among those visiting the area, and

WHEREAS, the City recognizes this need for additional recreational opportunities; and

WHEREAS, meeting the increasing demand for, recreation opportunities can best be met with the development of Jim Trawick Park Phase X as detailed in the application for funding in which the City is submitting an application in the September 30, 2025 application cycle requesting \$200,000.00 in grant funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chipley as follows:

1. That the City of Chipley hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and
2. That the City Administrator of the City of Chipley is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on September 30, 2025.
3. That as part of the application for the Florida Recreational Development Assistance Program (FRDAP) grant, the Capital Improvements Element of the Comprehensive Plan of the City of Chipley, Florida will be amended to include the development of the Jim Trawick Park, Phase X in the City of Chipley, if the project is funded in the 2026 – 2027 FRDAP application cycle.

DULY PASSED AND ADOPTED by the City Council of the City of Chipley, Florida at a regular meeting on this 9th day of September, 2025.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application –Blues & Brews Music Festival – Washington County Chamber of Commerce

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The Blues & Brews Outdoor Music Festival will be held on Saturday, November 15, 2025 from 3:00 p.m. to 8:00 p.m. A road closure is requested for MLK Drive and 7th Street from the alley behind the Farmer's Market to N Railroad Avenue during the event. Insurance will be submitted prior to the event.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for Blues & Brews.

ATTACHMENTS

1. Special Event Application



City of Chipley

CITY HALL
1442 Jackson Avenue
P.O. Box 1007
Chipley, Florida 32428
(850) 638-6350



Special Event Application

Name/Organization: Washington County Chamber of Commerce

Address: 672 5th St. Chipley, FL 32428

Contact person: Cindy Johnson Brown Phone: 907-625-5111 Fax:

E-mail: Cindy.johnsonbrown1@gmail.com

Type of Event: Outdoor Music Festival

Purpose of Event: To bring people to the Downtown Chipley area.
To allow guests to enjoy live music, Food & Drinks and shopping
in our beautiful downtown area

Location of Event: Green Space @ Train Depot - 674 7th St. Indoors/ Outdoors

Date(s) & Time(s) of Event: Nov 15, 2025 3-8pm

Amount of Liability Insurance: \$1,000,000 (attach copy of policy)

Concert ☒ Yes/ ☐ No If yes, What type of music? Blues

Will food and nonalcoholic beverages be sold? Yes. Alcohol will also be sold

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 (Bounce Houses will be onsite)

Number of participants anticipated per day: 500+

Are security and/or medical services provided? We will work with City police

Applicant Signature: [Signature] Date: 9-5-2025

Approved { } Denied { }

Mayor's Signature: _____ Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a Music + Craft Beer Festival 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 WHEREOF, the undersigned has executed this release, this 5th day of Sept, 2025.

FIRM OR

ORGANIZATION: Washington County Chamber of Commerce

[Signature]
Signature

Jerad Wilcox
Print Name

[Signature]
Witness

[Signature]
Witness

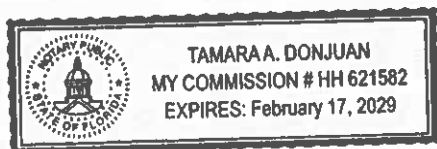
Tony Daniels
Print Name

Jessica Mathis
Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Jerad Wilcox, who is personally known to me or who produced FL D.L. as 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 5 day of September, 2025.



[Signature]
Notary Public



City of Chipley

CITY HALL
1442 Jackson Avenue
P.O. Box 1007
Chipley, Florida 32428
(850) 638-6350



Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: <i>Washington County Chamber of Commerce</i>		Person in Charge: <i>Cindy Johnson Brown</i>		Date: <i>9-5-25</i>
Address of Organization: <i>672 5th St. Chipley, FL 32428</i>			Telephone Number: <i>407-625-5111</i>	
Title of Event: <i>Blues & Brews</i>				
Date of Event: <i>Nov 15 2025</i>	Starting Time of Event: <i>3 pm</i>	Duration of Event: <i>5 hrs</i>	Actual Closing Time (Set up of barriers, Etc.) <i>Noon</i>	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): <i>Requesting to roads around the train depot be closed for pedestrian safety. From East Jackson, 7th St to North Railroad to MLK Blvd.</i>				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier:		Policy E#	Date:	
Coverage Amount:		(\$1,000)	Minn)	
Length of Coverage:		Days		
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): 				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter	Signature of Police Chief:		Date Signed:	
Name and Title of City Official: Patrice Tanner, City Administrator	Signature of City Official:		Date Signed:	

MLK BLVD

Loading

Section G, Item 14.

Power Poll ●

Stage

Portable
Lavatory

Existing
Restrooms

Porta-Potty

10x10
tent -
vendor

Beer
Vendor

10x10
tent -
vendor

Beer
Vendor

10x10
tent -
vendor

Beer
Vendor

10x10
tent -
vendor

Beer
Vendor

Beer
Vendor

Gazebo- I.D. check Point
and Wristband issuing for
21 and older

N. Railroad Ave.

Food
Vendor

Food
Vendor

Food
Vendor

Food
Vendor

Red marks indicate desired road blocks.



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Request for Land Use Map Amendment – 1237 Church Avenue – Thomas James Simmons III

MEETING DATE	PREPARED BY
Tuesday 9, 2025 at 5:00pm,	Tamara Donjuan, Planning & Zoning Officer

SUMMARY

Applicant Thomas James Simmons III requests a Small-Scale Amendment. Per City Ordinance Chapter 44, Zoning, Article XII- Amendment approval through Planning and Zoning and City Council is a requirement. The location for the small-scale amendment is at 1237 Church Avenue. The applicant would like to rezone the property from low-density residential to commercial to allow business to be permitted for land use.

The property is located at 1237 Church Avenue, parcel 000000000-00-1393-0000, with .187 acreage. Approval of the Small-Scale Future Land Use Map Amendment would change the property from low density residential to commercial. This would allow the construction of a mechanic shop for business use, which could generate income, create jobs and stimulate economic growth in the community. The proposed mechanic shop project will be reviewed at a later date.

The Small-Scale Future Land Use Map Amendment from low-density residential to commercial will be a minimum impact to the surrounding area.

Signage was posted to the property on July 15, 2025, which provided public notice of the hearing satisfactory to the 30-day requirement.

Public notices were sent certified to forty-seven (47) property owners within five hundred (500) feet of said property. Twenty-seven (27) letters claimed, eight (8) returned.

Several citizens attended the hearing to discuss their concerns.
Planning and Zoning met on August 28, 2025, at 3:00pm. APPROVED 3-1

RECOMMENDATION

ATTACHMENTS

- 1. Application, ownership documents and receipt.
- 2. Picture of signage posted.
- 3. Letter for the notice of hearing and list of owners mailed within 500 feet.
- 4. Aerial Map
- 5. FEMA Report
- 6. Current FLUM

ZONING CHANGE OR VARIANCE REQUEST

FEE: \$500.00

Any applicant requesting a particular service specified herein shall make formal application to the City and shall pay the appropriate fee. No portion of the appropriate fee shall be refunded whether the request is withdrawn by the applicant or denied or granted by the City of Chipley.

Date 6/27/2025 Applicant's Name: Thomas James Simmons III

Phone 850-703-7928 Address: 1308 Brickyard Rd, Chipley, FL 32428

Parcel ID: 00-1393-0000

Present Zoning Category of Property: Low Density Residential

Requested Zoning of Property: Commercial

Property is: Developed Undeveloped X

ADDRESS OR DESCRIPTION OF PROPERTY TO BE CONSIDERED: 1237 Church Avenue
Chipley, FL 32428

TYPE OF REQUEST: Zoning Change (X) Variance ()

REASON FOR REQUEST: Machine Shop Information
is attached

SUPPORTING DOCUMENT(S):
Signature of Applicant

1 July 2025
Date

CITY STAFF USE ONLY

- Is the proposed zoning change consistent with the Comprehensive Plan? (X) Yes () No
- Are proposed development plans consistent with the Comprehensive Plan? (X) Yes () No
- Are proposed development plans compatible with the surrounding community? (X) Yes () No
- Certified copy of property deed attached? (X) Yes () No

Legal Advertisement for public hearing scheduled for: ☒

Map prepared: ☒

Site Visit Performed: ☒

Staff Summary Prepared: ☒

APPLICATION REVIEWED BY: T. O.

IMPORTANT NOTICE

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is **NOT TO BE USED AS AN OFFICIAL RECORD OR FOR FINANCING PURPOSES, INSURANCE PURPOSES, PROPERTY OWNERSHIP (Deeds are the official record of title), ELIGIBILITY FOR ANY PROGRAM, AND/OR ADDRESS VERIFICATION.** If you need address verification, please contact the E-911 Addressing Coordinator at (850) 638-6325.

Maps have been compiled from the most authentic information available and is to be used for assessment purposes only. Washington County Property Appraiser's Office assumes NO responsibility for the errors and/or omission contained herein. **THIS MAP IS NOT A SURVEY**

Parcel Summary

Parcel ID	00000000-00-1393-0000
Location Address	1237 CHURCH AVE CHIPLEY 32428
Brief Tax Description	4 4 13 ORB 1211 P 606 LOT 160, S1/2 OF NE1/4 (Note: Not to be used on legal documents.)
Property Use Code	VACANT (0000)
Sec/Twp/Rng	4-4-13
Tax District	Chipley (2)
Millage Rate	20.4678
Acreage	0.187
Homestead	N

[View Map](#)
*The Property Use code is a Department of Revenue code. For zoning information please contact the Planning and Zoning department at 850-415-5093.

Owner Information

Primary Owner
[SIMMONS THOMAS JAMES III](#)
1308 BRICKYARD RD
CHIPLEY, FL 32428

Valuation
Washington County, FL

	2024 Final Values
Building Value	\$0
Extra Features Value	\$0
Land Value	\$2,000
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$2,000
Assessed Value	\$2,000
Exempt Value	\$0
Taxable Value	\$2,000
Save Our Homes or AGL Amount	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth	
000000 - RESIDENTIAL	50	FF	50	163	183

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Vacant/Improved	Grantor	Grantee
N	7/1/2021	\$3,000	WD	1211/0606	Vacant	CHIPOLA AREA HABITAT FOR HUMANITY INC	SIMMONS THOMAS JAMES III
N	12/10/2009	\$100	WD	0837/0438	Improved	CHIPLEY REDEVELOPMENT AGENCY	HABITAT FOR HUMANITY
N	4/24/2007	\$100	WD	0722/0458	Improved	BAILEY JOYCE	CHIPLEY REDEVELOPMENT AGENCY
N	3/30/2006	\$100	TD	0656/0594	Improved	CLERK	BAILEY JOYCE
N	3/30/2006	\$2,770	TD	0654/0026	Improved	CLERK	BAILEY JOYCE

Tax Collector Site

[Click here to view the Tax Collector website.](#)

Generate Owner List by Radius

Distance:

100

Feet



Use Address From:

☒ Owner ☐ Property

Select export file format:

Address labels (5160)

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xls, csv or tab download formats.

Download

- ☒ Show All Owners
☐ Show Parcel ID on Label

Skip Labels

0

Map



No data available for the following modules: Building Information, Extra Features, Sketches.

Washington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 7/1/2025, 11:08:32 AM

Contact Us

Developed by
 SCHNEIDER
 GEOSPATIAL

Add/Change/Void Cash Receipt CD1276602

Print Receipt

Void Receipt

Close Receipt

UBS

STS

FMS

Money Received

+

Add Money To Receipt

	Amount	Type	Payment Info
<div>−</div>	500.00	CA	

Distributions

+

Add Distribution

	Type	Amount	Apply To	Description	For	Discount Pen Forgive
<div>−</div>	FMSD	500.00	DIST CD: 2550	PLANNING & ZONING FEES		0.00

Operator Code:

JANET

Receipt Code:

CD1276602

Receipt Date:

07/01/25

☐ Voided

Distributions:

500.00

Money:

500.00

Change Due:

0.00

From:

TJ SIMMONS

Email Address:

Destination Phone:

Prepared by:
Oceanside Title, Inc.
As a necessary incident to the fulfillment of
conditions contained in a title insurance commitment
issued by it.
Record and Return to:
Oceanside Title, Inc.
2816 Florida 71
J
Marianna, FL 32446

File No.: 21-OT-689
Parcel ID: 00000000-00-1393-0000

WARRANTY DEED – CORPORATE GRANTOR

This Warranty Deed made this 1st day of July, 2021, by and between Chipola Area Habitat for Humanity, Inc, a Florida Corporation, whose mailing address is PO Box 6114, Marianna, FL 32447, hereinafter called the Grantor; and Thomas James Simmons, III, an unmarried man, hereinafter called the Grantee, whose mailing address is 1308 Brickyard Road, Chipley, FL 32428.

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00 (Ten and 00/100 Dollars) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, heirs, and assigns forever, all that parcel of land in the County of Washington, State of Florida, to wit:

Lot 160 in the S 1/2 of the NE 1/4 of Section 4, Township 4 North, Range 13 West, according to the L.W. Mordt Plat of the City of Chipley, Florida, as on file in the office of the Clerk of the Circuit Court of Washington County, Florida.

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

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

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances, but subject to taxes for 2021 and subsequent years, not yet due and payable, and restrictions, covenants, and easements of record.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Chipola Area Habitat for Humanity, Inc, a Florida Corporation

By: Tracy Andrews
Tracy Andrews, President

Thomas James Simmons, III
Print Name: Thomas James Simmons, III

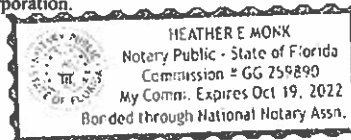
Heather E Monk
Print Name: Heather E Monk

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization this 1st day of July, 2021 by Tracy Andrews President of Chipola Area Habitat for Humanity, Inc, a FL Corporation, on behalf of the Corporation.

Heather E Monk
Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally known: ✓
OR Produced Identification: ✓
Type of Identification Produced: FL DL

Business Plan for TeeJay LLC Classic & Custom Auto Restorations

Owners: Thomas Simmons

Business Name: Teejay LLC Auto Restorations

Location: 1237 Church Ave Chipley, Florida 32428

Shop Size: 30' x 40' (1,200 sq. ft.)

Business Type: LLC

Date: N/A

1. Executive Summary

Business Concept:

Teejay LLC is a full-service auto restoration shop specializing in classic, vintage, and custom vehicle restorations. Our 1,200 sq. ft. facility will provide high-quality craftsmanship in bodywork, mechanical repairs, paint, and interior restoration.

Mission Statement:

To preserve automotive history by restoring classic and custom vehicles to their original or enhanced condition with precision, passion, and attention to detail.

Goals & Objectives:

- Establish a reputable auto restoration business within the first year.
 - Complete 2-3 full restorations annually (scaling as demand grows).
 - Build a loyal customer base through quality work and word-of-mouth referrals.
 - Expand services to include custom modifications and performance upgrades.
-

2. Business Description

Services Offered:

- **Full Frame-Off Restorations** – Complete disassembly, repair, and reassembly.
- **Partial Restorations** – Engine rebuilds, transmission swaps, suspension upgrades.
- **Body & Paint Work** – Rust repair, dent removal, custom paint jobs.
- **Interior Restoration** – Upholstery, dashboard repair, trim replacement.
- **Electrical & Mechanical Repairs** – Wiring harnesses, brake systems, engine tuning.
- **Custom Fabrication** – One-off parts, metal shaping, performance modifications.

Target Market:

- Classic car collectors & enthusiasts.
- Owners of vintage trucks and muscle cars.
- Customers seeking custom builds or restomods.
- Local car clubs and auction sellers.

Competitive Advantage:

- Small, dedicated shop allowing personalized service.
 - High-quality craftsmanship with attention to originality.
 - Competitive pricing compared to larger restoration shops.
 - Strong social media presence showcasing before/after projects.
-

3. Market Analysis

Industry Overview:

- The classic car market is growing, with collectors willing to invest in restorations.
- Demand for skilled restoration shops exceeds supply in many regions.
- Trends show increasing interest in restomods (classic cars with modern upgrades).

Local Market:

- Research nearby competitors and their pricing.
- Identify car shows, auctions, and clubs for networking opportunities.

Marketing Strategy:

- **Online Presence:** Website, Instagram, Facebook (before/after project highlights).
 - **Local Advertising:** Flyers at car meets, partnerships with parts suppliers.
 - **Word of Mouth:** Encourage satisfied customers to refer others.
 - **Collaborations:** Work with local mechanics for referrals on specialty jobs.
-

4. Operations Plan

Facility & Equipment:

- **Shop Size:** 30' x 40' (1,200 sq. ft.) – Enough for one full restoration at a time plus storage.
- **Key Equipment Needed:**
 - Lift or jack stands
 - Welder (MIG/TIG)
 - Paint booth (or outsourced initially)
 - Air compressor & tools
 - Sandblasting cabinet
 - Engine hoist & stand
 - Hand tools (grinders, sanders, etc.)

Workflow Process:

1. **Consultation** – Assess customer needs and provide a quote.
2. **Disassembly** – Document and label parts.

3. **Repair/Restoration** – Bodywork, engine rebuild, etc.
4. **Reassembly & Testing** – Ensure everything functions properly.
5. **Delivery** – Present the finished vehicle to the customer.

Suppliers & Partnerships:

- Local auto parts stores (NAPA, AutoZone, specialty classic car suppliers).
- Upholstery shops for interior work (if outsourced).
- Powder coating/machining shops for certain components.

5. Financial Plan

Startup Costs:

Expense Item	Estimated Cost
Shop	\$1,000-\$2,000/mo
Tools & Equipment	\$15,000-\$30,000
Initial Inventory (Parts)	\$5,000-\$10,000
Business Licensing	\$500-\$1,500
Insurance	\$2,000/yr
Marketing & Website	\$1,000-\$3,000
Total Estimated Startup	\$25,000-\$50,000

Pricing Strategy:

- **Hourly Labor Rate:** \$50-\$100/hr (based on skill level & local rates).
- **Project-Based Pricing:** Full restorations (\$30,000-\$100,000+ depending on vehicle).
- **Partial Jobs:** Engine rebuild (\$5,000-\$15,000), Paint job (\$8,000-\$20,000).

Revenue Projections (Year 1):

- **Goal:** 2 full restorations + smaller jobs.
- **Estimated Revenue:** \$80,000-\$150,000.
- **Profit Margin:** 30-50% after expenses.

Funding Needs:

- Personal savings, small business loan, or investor if needed.
-

6. Management & Staffing

- **Owner/Lead Technician:** Thomas Simmons – Handles restorations, customer relations.
 - **Part-Time Help:** Hire freelance welders or painters as needed.
-

7. Growth Plan

- **Year 1:** Establish reputation, complete first projects.
 - **Year 2:** Expand marketing, add a paint booth, hire an assistant.
 - **Year 3+:** Consider a larger facility or additional services (performance builds).
-

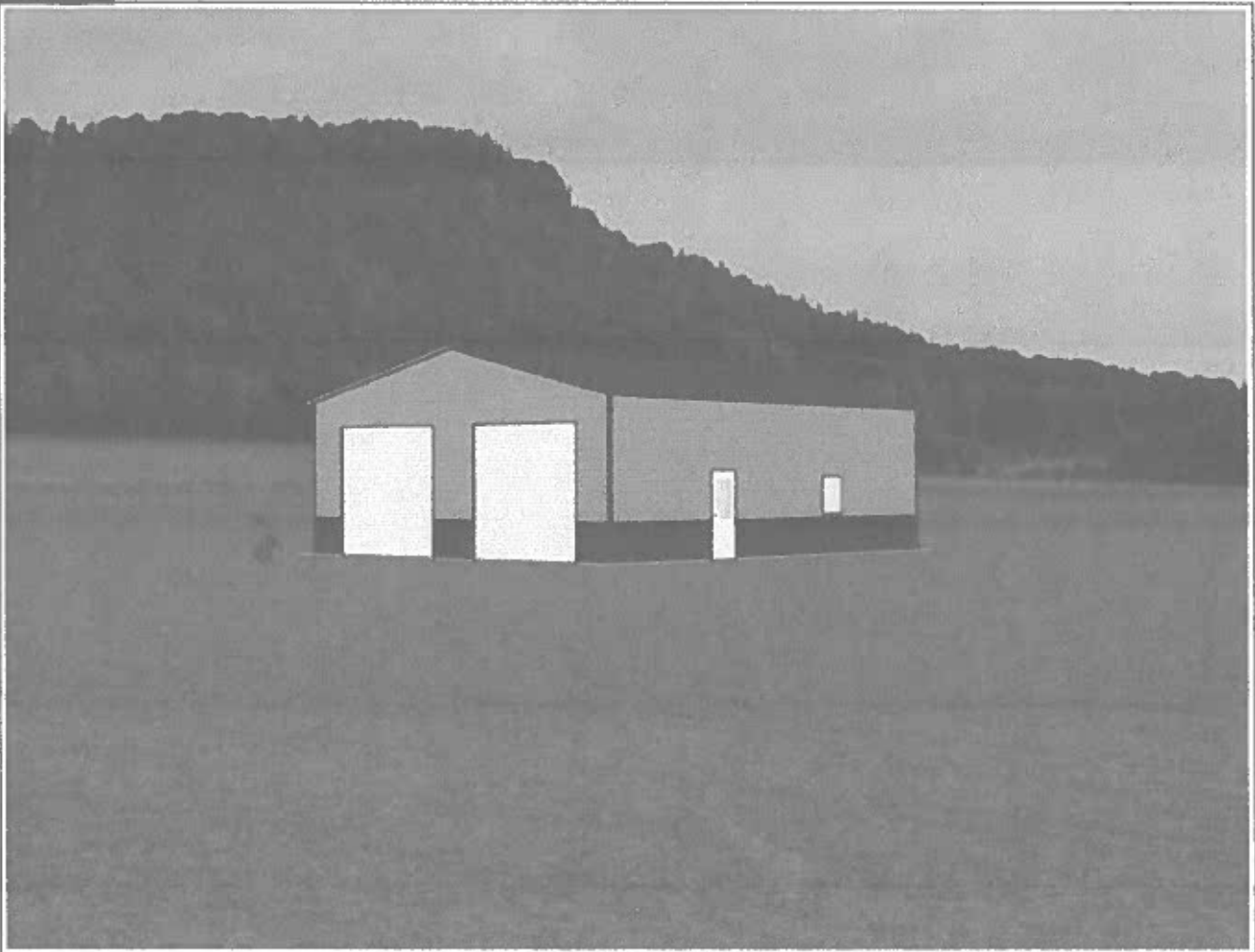
8. Conclusion

Teejay LLC Auto Restorations will fill a niche in the classic car market by providing high-quality, personalized restoration services. With a strategic location, skilled craftsmanship, and strong marketing, the business is poised for steady growth.

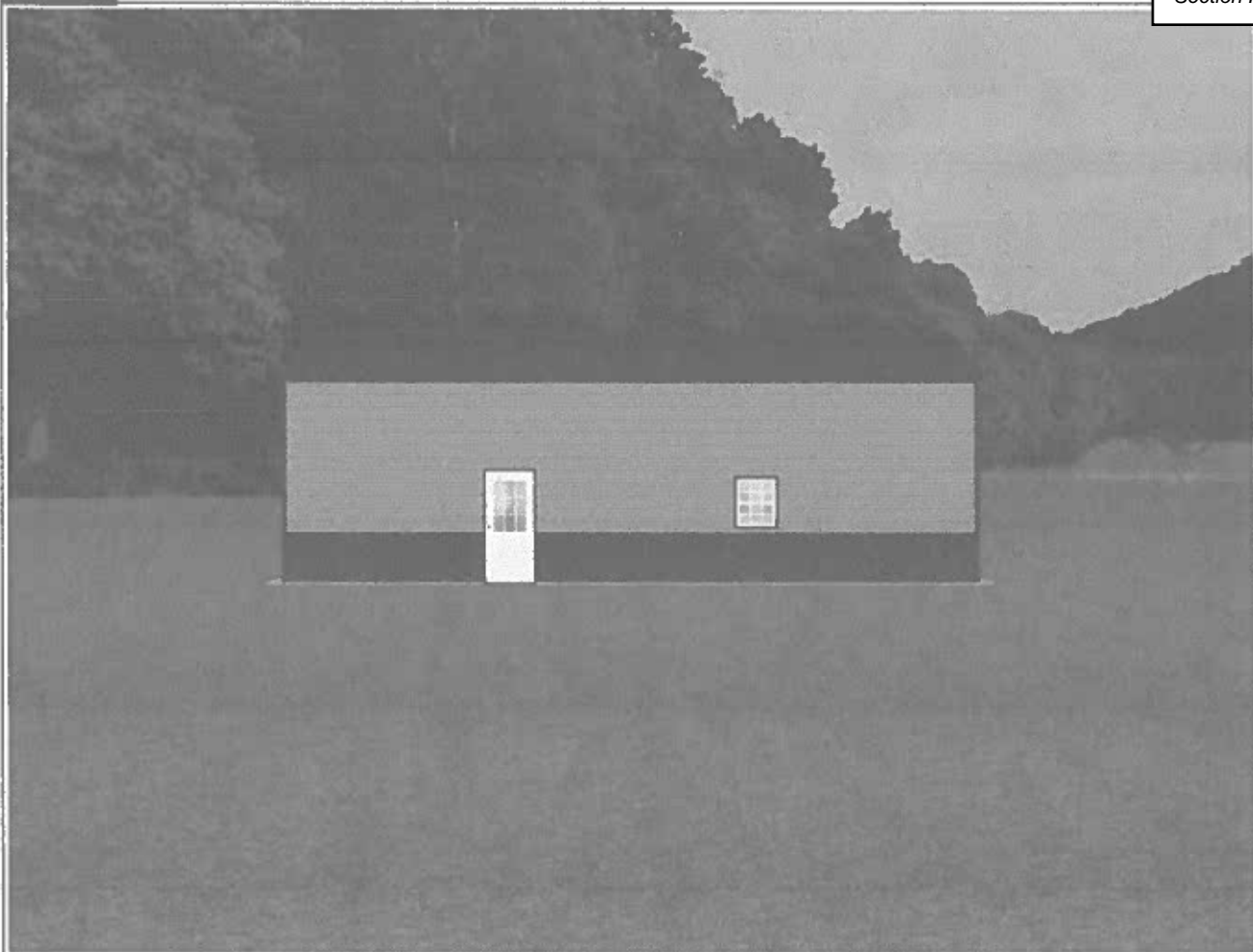
Next Steps:

- Secure funding/tools.
- Obtain necessary permits & insurance.
- Begin marketing and accept first projects.

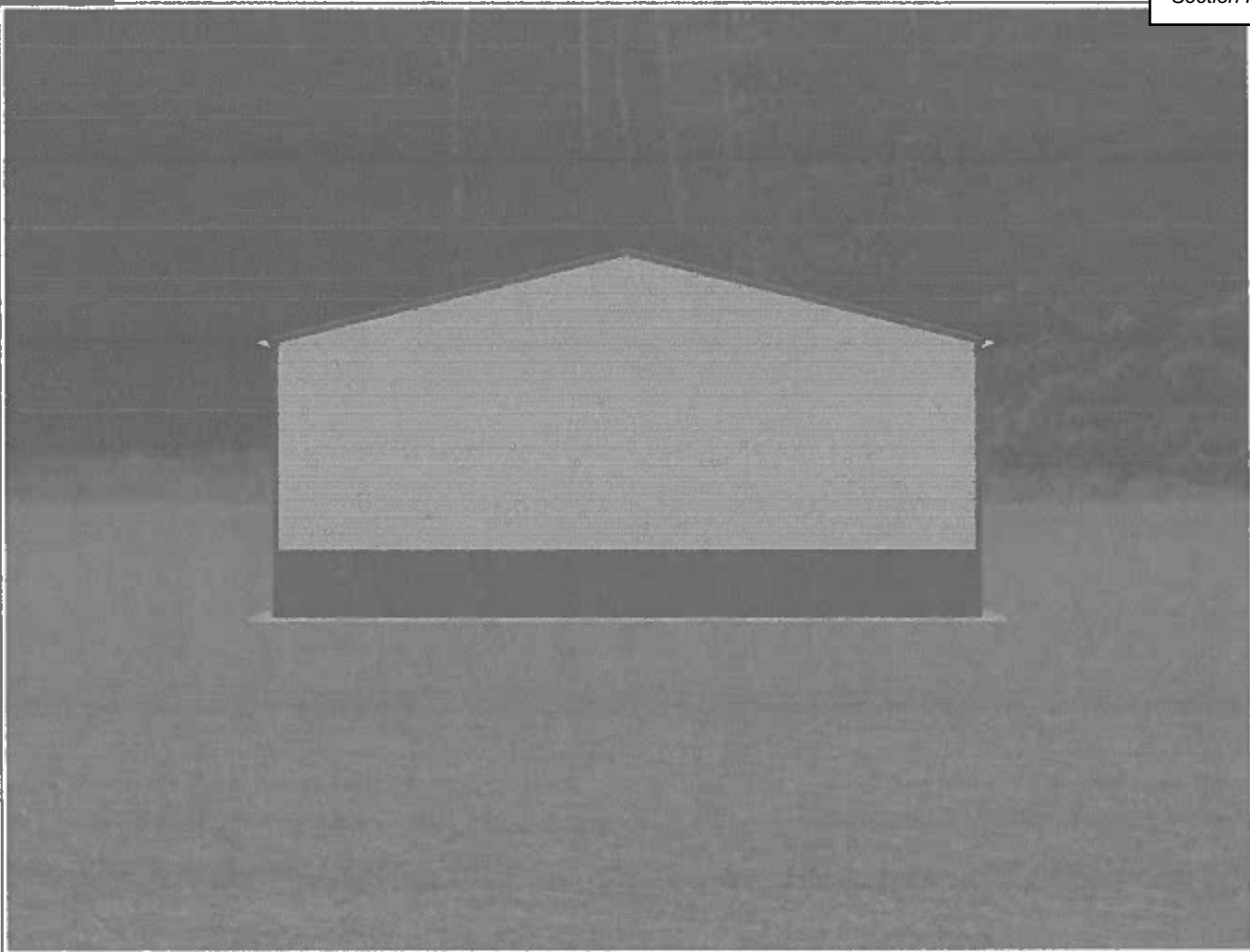
BUILDING VIEW



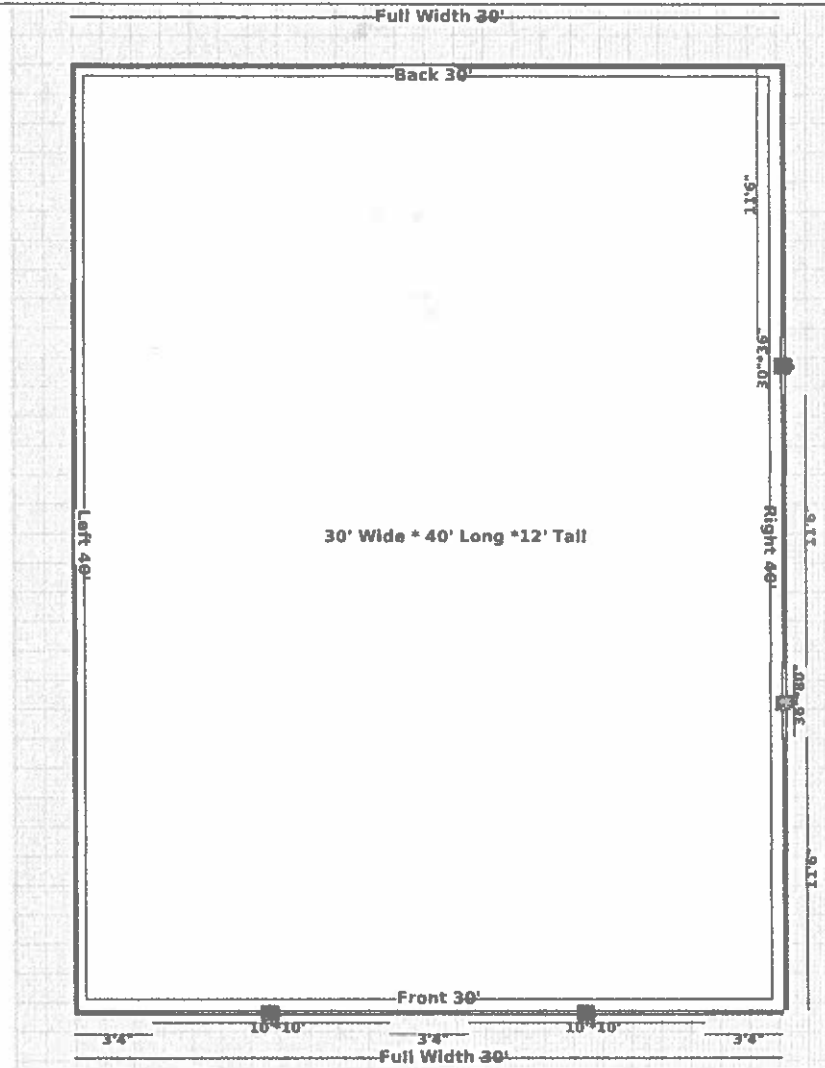
FRONT



RIGHT

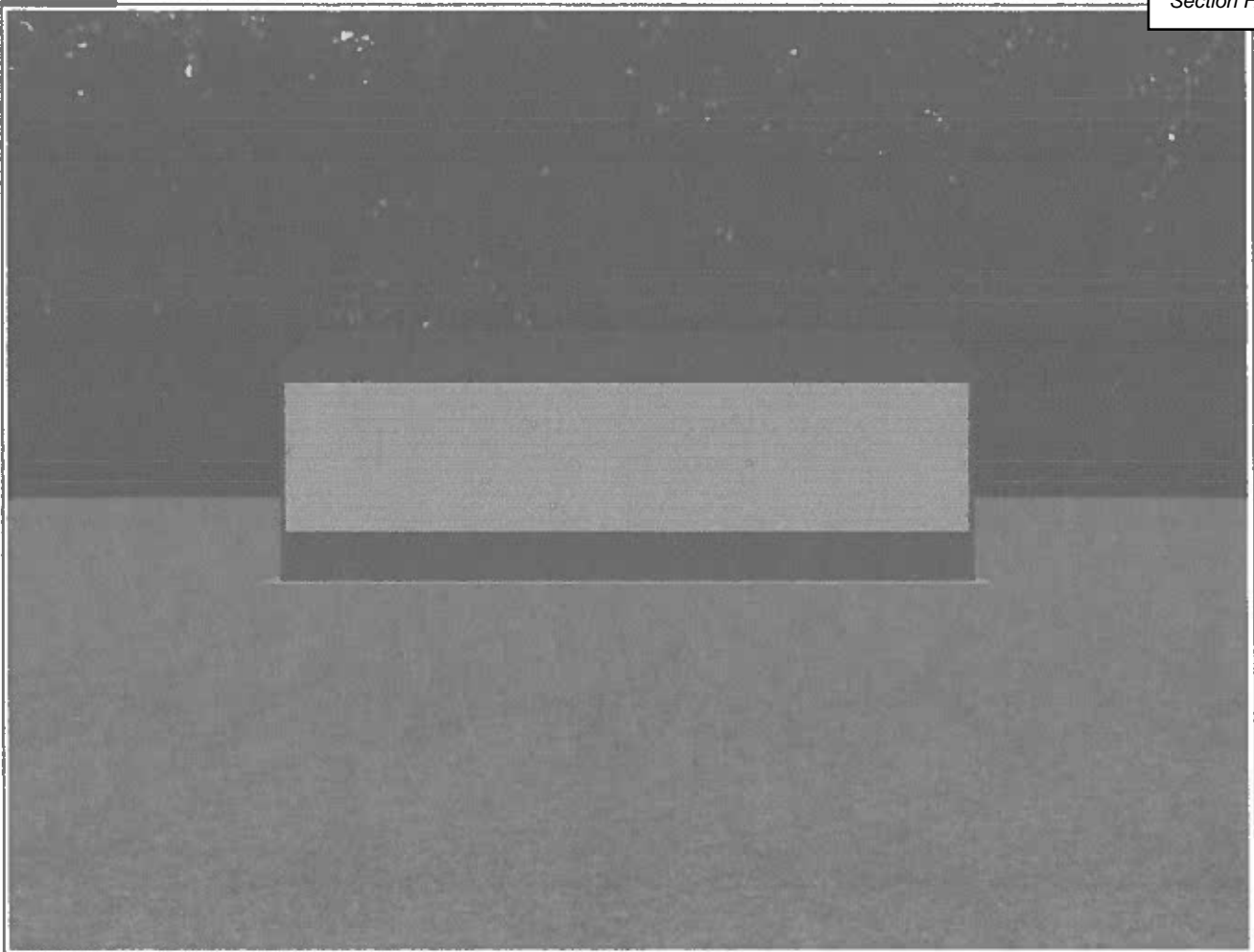


BACK

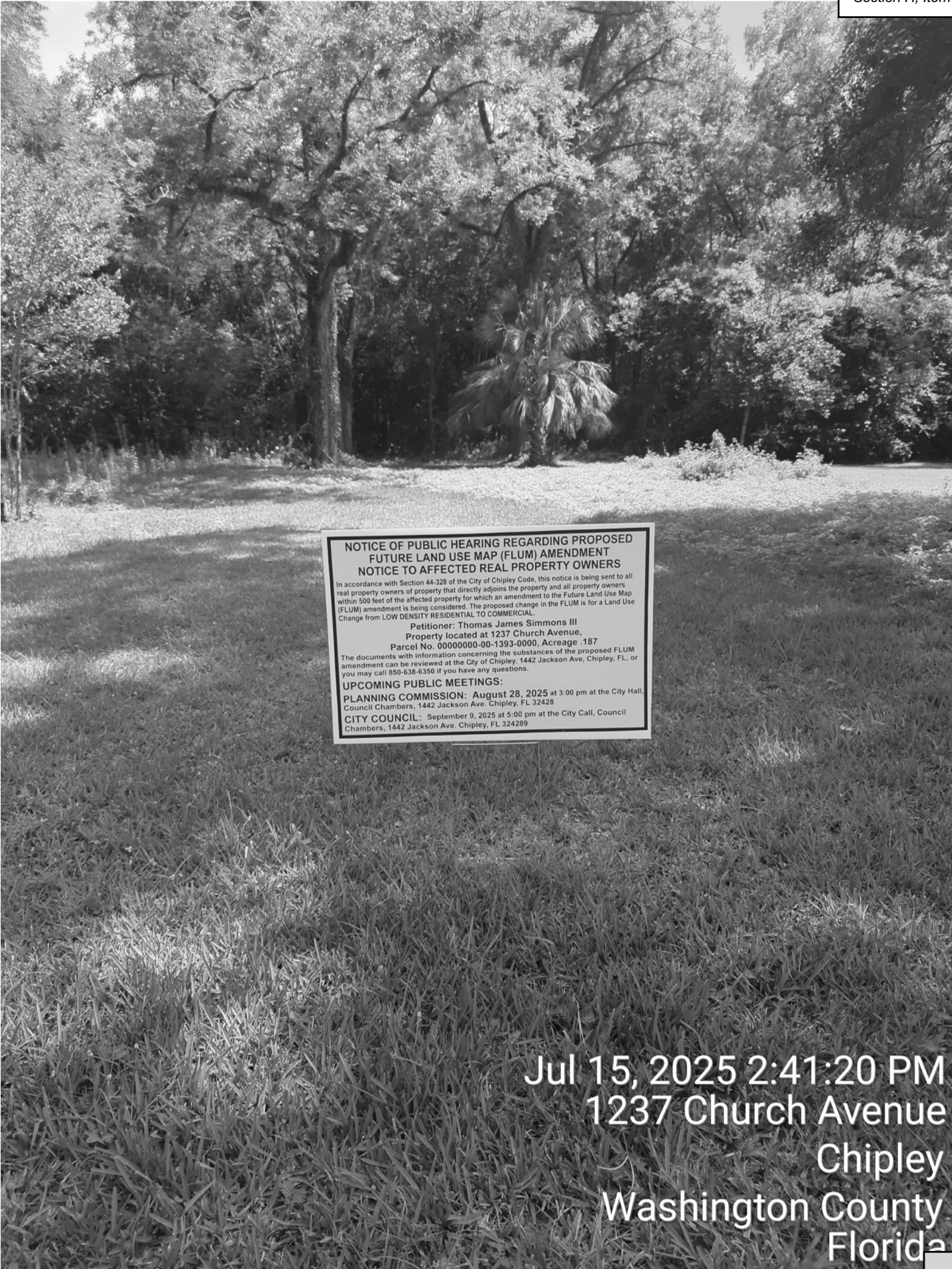


LEGENDS

- Garage Door
- Garage Door Frameout
- Walk in Door
- Walk in Door Frameout
- Windows
- Windows Frameout
- Open Wall
- Close Wall
- Distance
- Storage Length (Utility)
- Cupola



LEFT



**NOTICE OF PUBLIC HEARING REGARDING PROPOSED
FUTURE LAND USE MAP (FLUM) AMENDMENT
NOTICE TO AFFECTED REAL PROPERTY OWNERS**

In accordance with Section 44-328 of the City of Chipley Code, this notice is being sent to all real property owners of property that directly adjoins the property and all property owners within 500 feet of the affected property for which an amendment to the Future Land Use Map (FLUM) amendment is being considered. The proposed change in the FLUM is for a Land Use Change from LOW DENSITY RESIDENTIAL TO COMMERCIAL.

Petitioner: Thomas James Simmons III
Property located at 1237 Church Avenue,
Parcel No. 00000000-00-1393-0000, Acreage .187

The documents with information concerning the substances of the proposed FLUM amendment can be reviewed at the City of Chipley, 1442 Jackson Ave, Chipley, FL, or you may call 850-638-6350 if you have any questions.

UPCOMING PUBLIC MEETINGS:

PLANNING COMMISSION: August 28, 2025 at 3:00 pm at the City Hall,
Council Chambers, 1442 Jackson Ave. Chipley, FL 32428

CITY COUNCIL: September 9, 2025 at 5:00 pm at the City Hall, Council
Chambers, 1442 Jackson Ave. Chipley, FL 32428

Jul 15, 2025 2:41:20 PM
1237 Church Avenue
Chipley
Washington County
Florida



City of Chipley

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



Section H, Item 1.

NOTICE OF PUBLIC HEARING

July 11, 2025

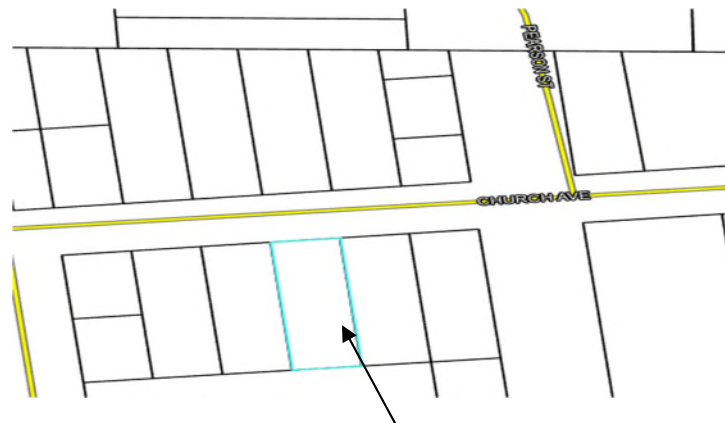
Dear Citizen:

The City of Chipley Planning & Zoning Commission will conduct a public hearing on August 28, 2025, at 3:00 pm, CST at the City Hall Council Chambers, located at 1442 Jackson Ave., Chipley, FL 32428. The purpose of this hearing is to review and consider the following request:

Location: 1237 Church Avenue
Parcel ID #: 00000000-00-1393-0000
Acreage: .187
Petitioner: Thomas James Simmons III

The proposed change in the FLUM is for a Land Use Map Amendment from LOW DENSITY RESIDENTIAL to COMMERCIAL.

Property is located at 1237 Church Avenue, Parcel No. 00000000-00-1393-0000, Acreage .187



Subject Site

1237 Church Avenue, Parcel #00000000-00-1393-0000

Should you have any questions or need additional information regarding this request, please contact me prior to the public hearing at (850) 638-6350.

Sincerely,

Tamara Donjuan
Planning and Zoning Officer

AUSTIN DONNA
8468 SOUTHERN PARK DR
TALLAHASSEE, FL 32305

BARNES DALTON E, BARNES MARY SUI
PO BOX 119
MARIANNA, FL 32446

BELL SHERRY ETAL, LAMPLEY CHARLE
% ECIR TIMOTHY LAMPLEY
684 DEERMONT CIR
CHIPLEY, FL 32428

CAMPBELL ROBERT HEIRS
% WILLIE T CAMPBELL
9414 CRESCENT LOOP CIR APT 103
TAMPA, FL 33619

CITY OF CHIPLEY
PO BOX 1007
CHIPLEY, FL 32428

COOPER JIMMIE L, COOPER ZANNIE
PO BOX 66
CHIPLEY, FL 32428

COOPER JIMMIE L
1220 CHURCH AVE
PO BOX 66
CHIPLEY, FL 32428

COOPER JIMMIE L
PO BOX 66
CHIPLEY, FL 32428

COOPER JIMMY L
1220 CHURCH AVE
PO BOX 66
CHIPLEY, FL 32428

COOPER Z REGINALD, COOPER JIMMIE
PO BOX 34
CHIPLEY, FL 32428

CORBIN DAVID ALAN
1436 CLAYTON RD
CHIPLEY, FL 32428

CORBIN ZENNA TRUSTEE, ZENNA B CC
% DELL CORBIN
1456 CLAYTON RD
CHIPLEY, FL 32428

DANIEL HELEN R
1224 CHURCH AVE
CHIPLEY, FL 32428

FERGUSON GLADYS JOHNSON
5003 BARCELONA AVE
FT PIERCE, FL 33450

FLORIDA GULF & ATLANTIC, LLC, RAILL
245 RIVERSIDE AVE STE 250
JACKSONVILLE, FL 32202

FUCE JENNELL, CAMPBELL JAMES A
1126 DELMAS AVE
NASHVILLE, TN 37216

GILMORE FLORENCE
% ANTHONY GILMORE III
11120 LAKE VICTORIA LN
BOWIE, MD 20720

GODFREY WARD G JR TRUSTEE, WARD
PO BOX 147
CHIPLEY, FL 32428

GODFREY WARD G JR TRUSTEE, WARD
WG JR & FE GODFREY REV TRUSTS
PO BOX 147
CHIPLEY, FL 32428

GOFF SHIRLEY A & ETAL, HIGHTOWER
PO BOX 393
BONIFAY, FL 32425

GOFF SHIRLEY
PO BOX 393
BONIFAY, FL 32425

HARRELL SHARON RENA
1660 COY DR
CHIPLEY, FL 32428

HARRELL SHARON W
1660 COY DR
CHIPLEY, FL 32428

HAYES-AUSTIN DONNA, HAYES DONNA
8468 SOUTHERN PARK DR
TALLAHASSEE, FL 32305

HERRING EARNEST & ETAL, KEY NATHAN
% MATTIE KEY
72 INVERNESS DR
JONESBORO, GA 30238

HIGHTOWER CAROLYN & ETAL, LEE THOMAS
4305 CAMDEN RD
TALLAHASSEE, FL 32303

HIGHTOWER CAROLYN
4305 CAMDEN RD
TALLAHASSEE, FL 32304

HINSON WETONIA J
16113 NW 32ND AVE
NEWBERRY, FL 32669

HOLMES ANNIE
% PO BOX 113
CHIPLEY, FL 32428

J & P FAMILY LLLP, DOLLAR GENERAL A
368 BURNT HICKORY WAY
FORTSON, GA 31808

JERUSELEM BAPTIST CHURCH
PO BOX 333
CHIPLEY, FL 32428

JETT MARVIS ETAL, HINSON WETONIA .
1205 CHURCH AVE
CHIPLEY, FL 32428

LAMB MICHAEL A
1248 CHURCH AVE
CHIPLEY, FL 32428

LEE CHRISTOPHER
1224 CHURCH AVE
CHIPLEY, FL 32428

MC KNIGHT GERALDINE
2524 BLACKFOREST TRL SW
ATLANTA, GA 30331

MORRIS VIVIAN
PO BOX 302
CHIPLEY, FL 32428

NELSON WAYNE, NELSON BETTY
669 7TH ST
CHIPLEY, FL 32428

POMPEY ALFREDA
1221 CHURCH AVE
CHIPLEY, FL 32428

RHYNES OSCAR
% 7718 LAKE ANDREA CIR
MOUNT DORA, FL 32757

ROBINSON DORIS H, CLARK LUCRETIA
608 BENNETT DR
CHIPLEY, FL 32428

SHACKELFORD W ONEAL
% MARTHA R BELL
10095 WASHINGTON BLVD N
APT #216
LAUREL, MD 20723

SHEPARD IRVIN
% IRVING GILMORE
PO BOX 12
BRADLEY, SC 29819

SIMMONS ADDIE B
% ANNE L SIMMONS
1033 E 8TH ST
PANAMA CITY, FL 32401

SIMMONS THOMAS JAMES III
1308 BRICKYARD RD
CHIPLEY, FL 32428

TRAMMELL WILLIAM BRYAN JR
3258 YATES SETTLEMENT RD
BONIFAY, FL 32425

TRUTH & PRAYER CHURCH
PO BOX 793
CHIPLEY, FL 32428

TURNER HILTON AUGUSTA JR
1513 BUICK LN
KOKOMO, IN 46902

VLH OF FLORIDA LLC
1224 CLAYTON RD
CHIPLEY, FL 32428

WALKER DANIEL, WALKER JONA
644 PEARSON ST
CHIPLEY, FL 32428

WARD ALTREAS R
651 PEARSON ST
CHIPLEY, FL 32428

WILLIAMS CAROL L & ETAL, LEWIS MAF
% CAROL WILLIAMS
109 W CREST AVE
TAMPA, FL 33603

WILSON KATHY
1119 BATON ROUGE CT
TALLAHASSEE, FL 32305

WORLDS ANTHONY ETAL, WORLDS MY
360 WHITE RIVER DR
PACIFIC, WA 98047

WYNN ALLEN
% MAURICE WYNN JR
1118 WYNN DR
CHIPLEY, FL 32428

ZBC PROPERTIES LLC
% DELL CORBIN
1456 CLAYTON RD
CHIPLEY, FL 32428

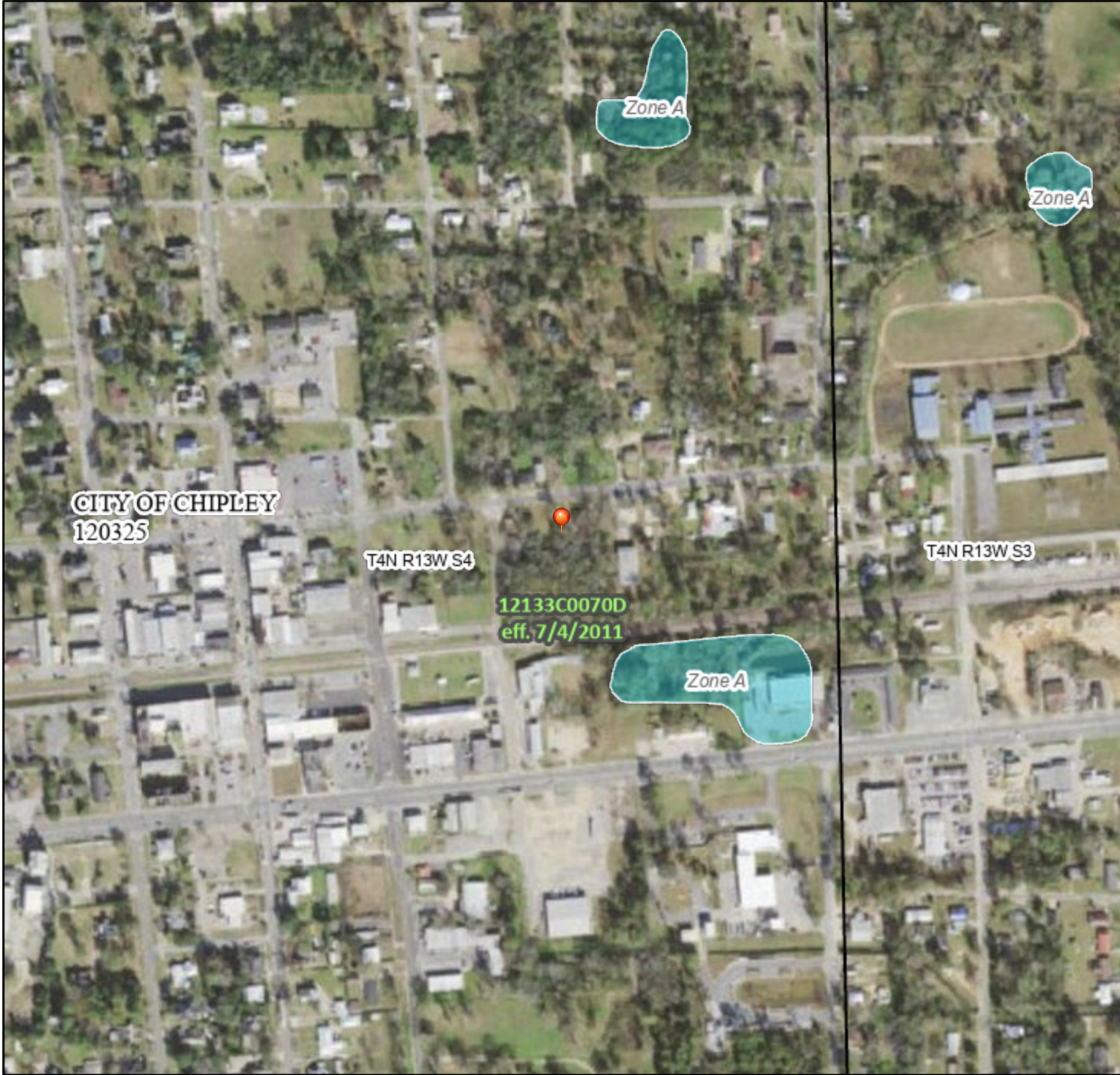


Aerial Map of Parcel

National Flood Hazard Layer FIRMMette



85°32'27"W 30°47'10"N



1:6,000

85°31'50"W 30°46'39"N

Basemap Imagery Source: USGS National Map 2023

Legend

Section H, Item 1.

SEE FIS REPORT FOR DETAILED LEGEND AND INFORMATION

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

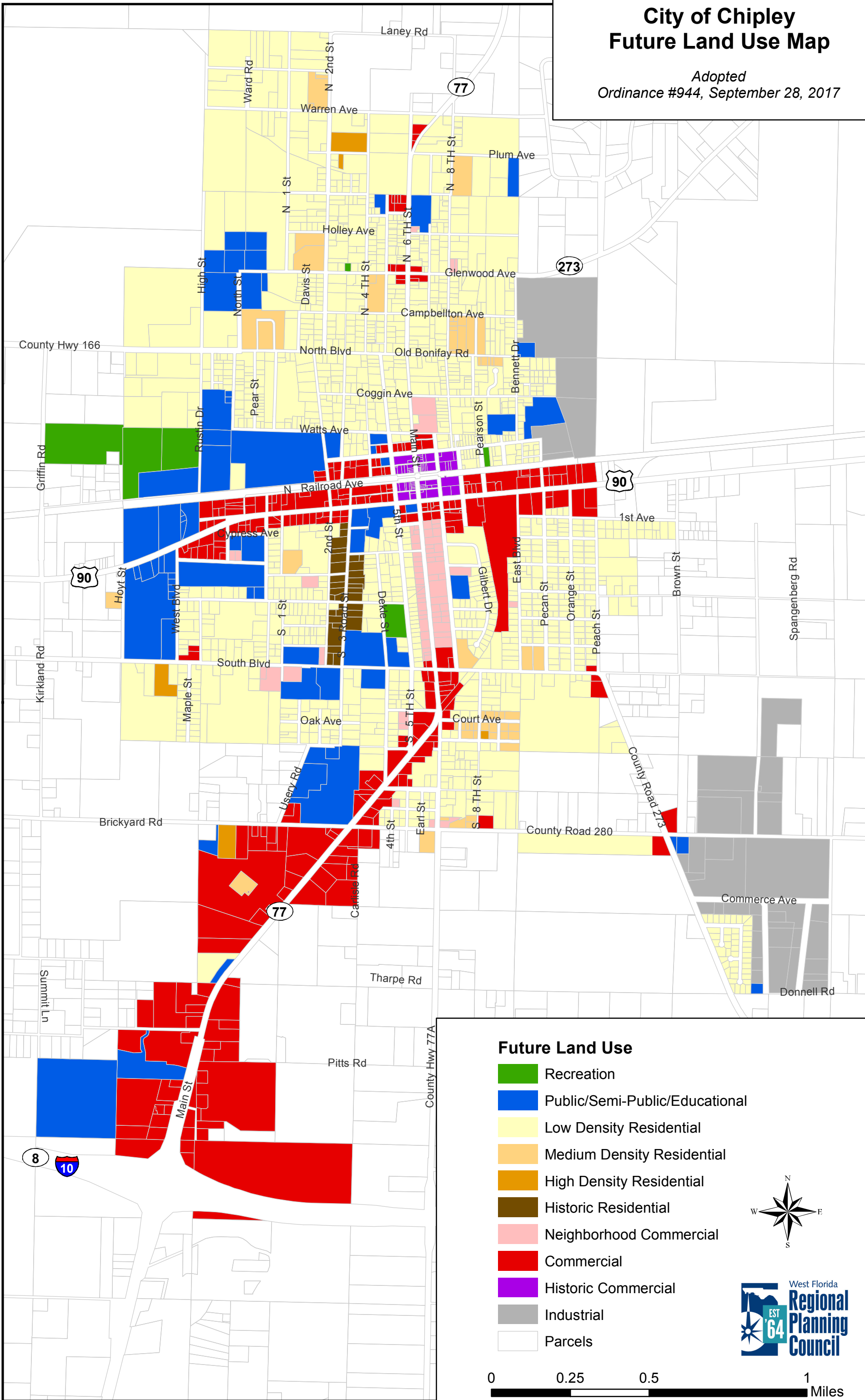
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/11/2025 at 4:41 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community id, FIRM panel number, and FIRM effective date. Map is unmapped and unmodernized areas cannot be used for regulatory purposes.

City of Chipley Future Land Use Map

Adopted
Ordinance #944, September 28, 2017



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of Bid No. 2025-05 – FDOT M-SCOP Bennett Drive Resurfacing Project

MEETING DATE	PREPARED BY
Tuesday, September 9, 2025	Patrice Tanner, City Administrator

SUMMARY

The City advertised the construction of the FDOT M-SCOP Bennett Drive Resurfacing Project. The project will consist of milling and resurfacing Bennett Drive from Church Avenue to SR 273 (Approximately 0.5 miles). The existing roadway will be widened 1.5'on each side from Old Bonifay Road to SR 273. Also included in this project is isolated roadway reconstruction, excavation, new road base, grassing and drainage improvements consisting of ditch grading, culvert replacements and concrete drainage structures. Painted pavement markings are also included along with thermoplastic markings to be placed on final pavement surface. Eight (8) bids were received with the low bid from Anderson Columbia in the amount of \$569,170.26. David H. Melvin Engineering has reviewed the bids and recommends award of bid to Anderson Columbia.

RECOMMENDATION

City staff recommends approval of bid award to Anderson Columbia in the amount of \$569,170.26.

- ATTACHMENTS**
- 1. Bid No. 25-05 Advertisement
 - 2. Engineer's Recommendation of Award

August 26, 2025

Ms. Patrice Tanner, City Administrator
City of Chipley
1442 Jackson Ave
Chipley, FL 32428

RE: Bennett Drive Resurfacing Project (CHI25BD)
FPID: 453572-1
Engineer's Recommendation of Award

Ms. Tanner:

On August 21, 2025, at 10am bids were received and read aloud for the above referenced project. Eight (8) bids were received as shown in the attached Detailed Bid Tabulation. The low bidder was Anderson Columbia out of Marianna with a Bid Amount of \$569,170.26 which is under the \$648,760.00 construction budget. I have reviewed this low bid for mathematical errors and bid spec requirements, and everything appears to be in order. We have worked with Anderson Columbia on several previous projects recently and feel that they will do a good job for the City of Chipley.

Please note that this project includes utility adjustments which are not eligible for FDOT reimbursement and will have to be paid for by the City of Chipley. These costs include **\$24,429.53** and are summarized in Sequence 2 of the bid.

Therefore, we recommend the award of this project to Anderson Columbia in the amount of **\$569,170.26** subject to State approval by FDOT.

Should you have any questions, please feel free to contact me.

Sincerely,



Rod Adams
Senior Engineer

Bennett Drive Resurfacing
DHM No. CHI25BD FPID: 453572-1-54-01

BID SUMMARY

	American Sand and Aaphalt Paving	Anderson Columbia	CWR Contracting	Extreme Land Restoration	Gulf Coast Utility Contractors	Premier Paving	Roberts and Roberts	Southeast Construction
Sequence 1 (Roadway Items) Subtotal	\$ 697,150.40	\$ 544,740.73	\$ 825,515.22	\$ 901,105.20	\$ 845,152.85	\$ 759,961.70	\$ 675,938.00	\$ 867,171.40
Sequence 2 (Utilities Items) Subtotal	\$ 34,400.00	\$ 24,429.53	\$ 22,270.86	\$ 68,000.00	\$ 36,750.00	\$ 22,000.00	\$ 17,200.00	\$ 6,700.00
Total Base Bid Amount	\$ 731,550.40	\$ 569,170.26	\$ 847,786.08	\$ 969,105.20	\$ 881,902.85	\$ 781,961.70	\$ 693,138.00	\$ 873,871.40
Total Deductions	\$ 98,441.00	\$ 22,488.51	\$ 36,665.48	\$ -	\$ 78,267.90	\$ 54,326.40	\$ 43,027.40	\$ 59,152.50
Total Reduced Bid Amount	\$ 633,109.40	\$ 546,681.75	\$ 811,120.60	\$ 969,105.20	\$ 803,634.95	\$ 727,635.30	\$ 650,110.60	\$ 814,718.90

FDOT Construction Budget = \$648,760.00 (Budget shown is based on an estimated CEI fee of \$68,000.00, which is subject to negotiation by the City)

Note: Yellow highlighted values represent mathematical errors in the bid. The corrected value is shown in yellow.

Bennett Drive Resurfacing Project

DHM No. CHI25BD FPID: 453572-1-54-01 Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS															
				American Sand and Aaphalt Paving		Anderson Columbia.		CWR Contracting		Extreme Land Restoration		Gulf Coast Utility Contractors		Premier Paving		Roberts and Roberts		Southeast Construction	
Sequence 1 (Roadway Items)																			
Item No.	Description	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
0101-1	Mobilization	LS	1.0	\$ 36,000.00	\$ 36,000.00	\$ 33,765.48	\$ 33,765.48	\$ 42,000.00	\$ 42,000.00	\$ 96,000.00	\$ 96,000.00	\$ 37,775.00	\$ 37,775.00	\$ 60,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 85,500.00	\$ 85,500.00
0102-1	Maintenance of Traffic (150 Days)	LS	1.0	\$ 29,000.00	\$ 29,000.00	\$ 12,076.40	\$ 12,076.40	\$124,320.57	\$ 124,320.57	\$ 60,000.00	\$ 60,000.00	\$ 62,750.00	\$ 62,750.00	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00	\$ 82,500.00	\$ 82,500.00
0104-10-3	Sediment Barrier	LF	131.0	\$ 5.00	\$ 655.00	\$ 3.30	\$ 432.30	\$ 22.98	\$ 3,010.38	\$ 28.00	\$ 3,668.00	\$ 5.00	\$ 655.00	\$ 3.50	\$ 458.50	\$ 7.80	\$ 1,021.80	\$ 5.00	\$ 655.00
0104-18	Inlet Protection System	EA	2.0	\$ 400.00	\$ 800.00	\$ 531.01	\$ 1,062.02	\$ 332.46	\$ 664.92	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 100.00	\$ 200.00	\$ 275.00	\$ 550.00	\$ 300.00	\$ 600.00
0110-1-1	Clearing and Grubbing (0.88 Acres)	LS	1.0	\$ 18,000.00	\$ 18,000.00	\$ 31,116.75	\$ 31,116.75	\$ 36,702.45	\$ 36,702.45	\$ 27,500.00	\$ 27,500.00	\$103,000.00	\$ 103,000.00	\$ 26,400.00	\$ 26,400.00	\$ 21,000.00	\$ 21,000.00	\$ 43,265.00	\$ 43,265.00
0110-4-10	Removal of Existing Concrete	SY	195.0	\$ 40.00	\$ 7,800.00	\$ 31.86	\$ 6,212.70	\$ 49.82	\$ 9,714.90	\$ 85.00	\$ 16,575.00	\$ 10.00	\$ 1,950.00	\$ 60.00	\$ 11,700.00	\$ 79.40	\$ 15,483.00	\$ 25.00	\$ 4,875.00
0120-71	Regular Excavation, 3R Projects Only	LS	1.0	\$ 14,000.00	\$ 14,000.00	\$ 13,993.39	\$ 13,993.39	\$ 55,616.08	\$ 55,616.08	\$ 75,000.00	\$ 75,000.00	\$ 7,500.00	\$ 7,500.00	\$ 65,000.00	\$ 65,000.00	\$ 32,000.00	\$ 32,000.00	\$ 57,500.00	\$ 57,500.00
0285-712	Optional Base Group 12	SY	2,256.0	\$ 51.00	\$ 115,056.00	\$ 25.05	\$ 56,512.80	\$ 33.33	\$ 75,192.48	\$ 48.50	\$ 109,416.00	\$ 45.00	\$ 101,520.00	\$ 44.00	\$ 99,264.00	\$ 38.90	\$ 87,758.40	\$ 45.00	\$ 101,520.00
0286-1	Turnout Construction Base	SY	280.0	\$ 65.00	\$ 18,200.00	\$ 28.01	\$ 7,842.80	\$ 36.89	\$ 10,329.20	\$ 34.50	\$ 9,660.00	\$ 50.00	\$ 14,000.00	\$ 18.00	\$ 5,040.00	\$ 65.00	\$ 18,200.00	\$ 45.00	\$ 12,600.00
0327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg. Depth	SY	5,967.0	\$ 4.00	\$ 23,868.00	\$ 2.27	\$ 13,545.09	\$ 6.19	\$ 36,935.73	\$ 2.50	\$ 14,917.50	\$ 7.50	\$ 44,752.50	\$ 6.00	\$ 35,802.00	\$ 3.60	\$ 21,481.20	\$ 5.00	\$ 29,835.00
0327-70-19	Milling Existing Asphalt Pavement, 0.75" Avg. Depth	SY	49.0	\$ 30.00	\$ 1,470.00	\$ 10.84	\$ 531.16	\$ 35.39	\$ 1,734.11	\$ 105.00	\$ 5,145.00	\$ 10.00	\$ 490.00	\$ 6.00	\$ 294.00	\$ 3.60	\$ 176.40	\$ 25.00	\$ 1,225.00
0334-1-52	Type SP, Asphalt Concrete, Traffic B, PG 76-22	TN	678.3	\$ 170.00	\$ 115,311.00	\$ 118.71	\$ 80,520.99	\$ 169.63	\$ 115,060.03	\$ 194.00	\$ 131,590.20	\$ 187.00	\$ 126,842.10	\$ 172.00	\$ 116,667.60	\$ 140.00	\$ 94,962.00	\$ 160.00	\$ 108,528.00
0337-7-80	Friction Course, FC-9.5, Traffic B, PG 76-22	TN	466.7	\$ 180.00	\$ 84,006.00	\$ 132.47	\$ 61,823.75	\$ 169.02	\$ 78,881.63	\$ 210.00	\$ 98,007.00	\$ 210.00	\$ 98,007.00	\$ 172.00	\$ 80,272.40	\$ 150.00	\$ 70,005.00	\$ 185.00	\$ 86,339.50
0425-1-521	Inlets, Ditch Bottom, Type C, <10'	EA	1.0	\$ 9,200.00	\$ 9,200.00	\$ 5,607.99	\$ 5,607.99	\$ 6,431.73	\$ 6,431.73	\$ 7,850.00	\$ 7,850.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,307.30	\$ 3,307.30	\$ 7,500.00	\$ 7,500.00
0430-174-218	Pipe Culvert, Opt. Material, Other Shape-Ellip/Arch, 18" SD	LF	70.0	\$ 180.00	\$ 12,600.00	\$ 150.91	\$ 10,563.70	\$ 186.37	\$ 13,045.90	\$ 250.00	\$ 17,500.00	\$ 175.00	\$ 12,250.00	\$ 220.00	\$ 15,400.00	\$ 152.60	\$ 10,682.00	\$ 200.00	\$ 14,000.00
0430-175-218	Pipe Culvert, Opt. Material, Other Shape-Ellip/Arch, 18" CD	LF	242.0	\$ 180.00	\$ 43,560.00	\$ 164.37	\$ 39,777.54	\$ 194.04	\$ 46,957.68	\$ 195.00	\$ 47,190.00	\$ 175.00	\$ 42,350.00	\$ 220.00	\$ 53,240.00	\$ 148.00	\$ 35,816.00	\$ 200.00	\$ 48,400.00
0430-518-102	Straight Concrete Endwalls, 18", Single, Elliptical	EA	1.0	\$ 6,000.00	\$ 6,000.00	\$ 5,596.58	\$ 5,596.58	\$ 8,149.79	\$ 8,149.79	\$ 7,950.00	\$ 7,950.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,450.00	\$ 3,450.00	\$ 8,500.00	\$ 8,500.00
0430-982-625	Mitered End Section, Optional - Elliptical/Arch, 18" CD	EA	10.0	\$ 2,800.00	\$ 28,000.00	\$ 2,692.88	\$ 26,928.80	\$ 2,409.61	\$ 24,096.10	\$ 3,200.00	\$ 32,000.00	\$ 3,250.00	\$ 32,500.00	\$ 1,700.00	\$ 17,000.00	\$ 2,070.00	\$ 20,700.00	\$ 3,000.00	\$ 30,000.00
0430-984-625	Mitered End Section, Optional - Elliptical/Arch, 18" SD	EA	6.0	\$ 2,800.00	\$ 16,800.00	\$ 2,923.12	\$ 17,538.72	\$ 2,409.67	\$ 14,458.02	\$ 2,400.00	\$ 14,400.00	\$ 3,250.00	\$ 19,500.00	\$ 1,800.00	\$ 10,800.00	\$ 2,095.00	\$ 12,570.00	\$ 3,000.00	\$ 18,000.00
0522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	243.0	\$ 110.00	\$ 26,730.00	\$ 143.69	\$ 34,916.67	\$ 117.76	\$ 28,615.68	\$ 130.00	\$ 31,590.00	\$ 125.00	\$ 30,375.00	\$ 115.00	\$ 27,945.00	\$ 132.10	\$ 32,100.30	\$ 150.00	\$ 36,450.00
0524-1-2	Concrete Ditch Pavement, Non-Reinforced, 4" Thick	SY	12.0	\$ 250.00	\$ 3,000.00	\$ 217.65	\$ 2,611.80	\$ 346.61	\$ 4,159.32	\$ 650.00	\$ 7,800.00	\$ 100.00	\$ 1,200.00	\$ 200.00	\$ 2,400.00	\$ 287.90	\$ 3,454.80	\$ 575.00	\$ 6,900.00
0570-1-2	Performance Turf, Sod	SY	1,746.0	\$ 6.00	\$ 10,476.00	\$ 5.52	\$ 9,637.92	\$ 6.98	\$ 12,187.08	\$ 6.25	\$ 10,912.50	\$ 4.00	\$ 6,984.00	\$ 4.50	\$ 7,857.00	\$ 7.00	\$ 12,222.00	\$ 5.00	\$ 8,730.00
0700-1-500	Relocate Single Column Ground Sign Assembly, <12 SF	EA	2.0	\$ 72.00	\$ 144.00	\$ 265.51	\$ 531.02	\$ 61.79	\$ 123.58	\$ 120.00	\$ 240.00	\$ 700.00	\$ 1,400.00	\$ 100.00	\$ 200.00	\$ 555.60	\$ 1,111.20	\$ 250.00	\$ 500.00
0705-10-2	Object Marker Type II	EA	2.0	\$ 180.00	\$ 360.00	\$ 106.20	\$ 212.40	\$ 154.48	\$ 308.96	\$ 450.00	\$ 900.00	\$ 700.00	\$ 1,400.00	\$ 150.00	\$ 300.00	\$ 115.00	\$ 230.00	\$ 125.00	\$ 250.00
0706-1-3	Raised Pavement Marker, Type B - Bi-Directional Yellow	EA	132.0	\$ 9.60	\$ 1,267.20	\$ 6.37	\$ 840.84	\$ 8.25	\$ 1,089.00	\$ 7.50	\$ 990.00	\$ 20.00	\$ 2,640.00	\$ 6.60	\$ 871.20	\$ 6.90	\$ 910.80	\$ 7.00	\$ 924.00
0710-90	Painted Pavement Markings, Final Surface	LS	1.0	\$ 4,200.00	\$ 4,200.00	\$ 2,177.14	\$ 2,177.14	\$ 7,209.06	\$ 7,209.06	\$ 2,500.00	\$ 2,500.00	\$ 5,350.00	\$ 5,350.00	\$ 2,475.00	\$ 2,475.00	\$ 2,357.50	\$ 2,357.50	\$ 2,500.00	\$ 2,500.00
711-11-125	Thermoplastic, Std., White, Solid, 24"	LF	85.0	\$ 24.00	\$ 2,040.00	\$ 10.62	\$ 902.70	\$ 20.60	\$ 1,751.00	\$ 12.00	\$ 1,020.00	\$ 35.00	\$ 2,975.00	\$ 11.00	\$ 935.00	\$ 11.50	\$ 977.50	\$ 12.00	\$ 1,020.00
711-11-160	Thermoplastic, White, Message or Symbol	EA	2.0	\$ 600.00	\$ 1,200.00	\$ 318.60	\$ 637.20	\$ 514.94	\$ 1,029.88	\$ 370.00	\$ 740.00	\$ 1,000.00	\$ 2,000.00	\$ 330.00	\$ 660.00	\$ 345.00	\$ 690.00	\$ 350.00	\$ 700.00
711-16-101	Thermoplastic, Std., White, Solid, 4"	GM	1.011	\$ 5,820.00	\$ 5,884.02	\$ 5,522.49	\$ 5,583.24	\$ 4,989.91	\$ 5,044.80	\$ 6,400.00	\$ 6,470.40	\$ 6,250.00	\$ 6,318.75	\$ 5,500.00	\$ 5,560.50	\$ 5,980.00	\$ 6,045.78	\$ 6,000.00	\$ 6,066.00
711-16-201	Thermoplastic, Std., Yellow, Solid, 4"	GM	0.949	\$ 5,820.00	\$ 5,523.18	\$ 5,522.49	\$ 5,240.84	\$ 4,947.48	\$ 4,695.16	\$ 6,400.00	\$ 6,073.60	\$ 6,500.00	\$ 6,168.50	\$ 5,500.00	\$ 5,219.50	\$ 5,980.00	\$ 5,675.02	\$ 6,100.00	\$ 5,788.90
999-25	Initial Contingency Amount	LS	1.0	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00
Sequence 1 Subtotals				\$ 697,150.40		\$ 544,740.73		\$ 825,515.22		\$ 901,105.20		\$ 845,152.85		\$ 759,961.70		\$ 675,938.00		\$ 867,171.40	

Bennett Drive Resurfacing Project

DHM No. CHI25BD FPID: 453572-1-54-01 Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS															
				American Sand and Aaphalt Paving		Anderson Columbia.		CWR Contracting		Extreme Land Restoration		Gulf Coast Utility Contractors		Premier Paving		Roberts and Roberts		Southeast Construction	
Sequence 2 (Utilities Items)																			
Item No.	Description	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
0425-5	Manhole Adjust	EA	7.0	\$ 2,000.00	\$ 14,000.00	\$ 1,624.47	\$ 11,371.29	\$ 1,178.46	\$ 8,249.22	\$ 2,800.00	\$ 19,600.00	\$ 2,250.00	\$ 15,750.00	\$ 1,200.00	\$ 8,400.00	\$ 1,000.00	\$ 7,000.00	\$ 500.00	\$ 3,500.00
0425-6	Valve Box Adjust, Utilities	EA	12.0	\$ 1,200.00	\$ 14,400.00	\$ 983.73	\$ 11,804.76	\$ 1,013.13	\$ 12,157.56	\$ 3,300.00	\$ 39,600.00	\$ 1,500.00	\$ 18,000.00	\$ 1,000.00	\$ 12,000.00	\$ 600.00	\$ 7,200.00	\$ 200.00	\$ 2,400.00
0425-6-1	Meter Box Adjust, Utilities	EA	4.0	\$ 1,500.00	\$ 6,000.00	\$ 313.37	\$ 1,253.48	\$ 466.02	\$ 1,864.08	\$ 2,200.00	\$ 8,800.00	\$ 750.00	\$ 3,000.00	\$ 400.00	\$ 1,600.00	\$ 750.00	\$ 3,000.00	\$ 200.00	\$ 800.00
Sequence 2 Subtotals				\$ 34,400.00		\$ 24,429.53		\$ 22,270.86		\$ 68,000.00		\$ 36,750.00		\$ 22,000.00		\$ 17,200.00		\$ 6,700.00	

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of Bid No. 2025-04 – FC Northwest Stormwater System Restoration Griffin Road Drainage Improvements Project – Gulf Coast Utility Contractors of Panama City

MEETING DATE

Tuesday, September 9, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The City advertised for the FC Northwest Stormwater System Restoration Griffin Road Drainage Improvements Project. This project primarily consists of drainage improvements on Griffin Road within the Chipley consisting of the construction of a new double 10'x7' concrete box culvert along with approximately 550 linear feet of new lateral ditch excavation to relieve flooding in the area. Roadway excavation and reconstruction will be required in vicinity of the new box culvert along with guardrail placement, riprap rubble, sodding and thermoplastic pavement markings. Utility relocation is also included consisting of approximately 100 feet of 8" water main installed by directional bore. Nine (9) bids were received with the low bid from Gulf Coast Utility Contractors of Panama City in the amount of \$778,359,50. David H. Melvin, Inc. has reviewed the bids and recommends award of bid to Gulf Coast Utility Contractors of Panama City.

RECOMMENDATION

City staff recommends approval of bid award to Gulf Coast Utility Contractors in the amount of \$778,359,50

ATTACHMENTS

1. Bid No. 25-05 Advertisement
2. Engineer's Recommendation of Award

ADVERTISEMENT FOR BIDS

Bid No.: 2025-04

PROJECT NAME: Griffin Road Drainage Improvements

FPID: CHI22SW

Florida Commerce Grant Agreement No.: M0014

Sealed bids, two original hard copies, will be received by the City of Chipley (Owner), on August 5, 2025 until 10:00AM local time, at the office of:

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

for construction of the following described Project:

DESCRIPTION OF WORK

This project primarily consists of drainage improvements on Griffin Road within the City of Chipley consisting of the construction of a new double 10'x7' concrete box culvert along with approximately 550 linear feet of new lateral ditch excavation to relieve flooding in the area. Roadway excavation and reconstruction will be required in vicinity of the new box culvert along with guardrail placement, riprap rubble, sodding and thermoplastic pavement markings. Utility relocation is also included consisting of approximately 100 feet of 8" water main installed by directional bore.

Plans, specifications, and contract documents will be open to public inspection at the office listed above or may be obtained from:

David H. Melvin Consulting Engineers
Attn: Rod Adams, P.E.
4428 Lafayette Street, P.O. Box 840, Marianna, Florida 32447
(850) 482-3045

upon payment of \$125 per hard copy set which amount constitutes the cost of reproduction and handling. This payment will not be refunded. Electronic Copies of bid documents will be available free of charge. The Owner plans to open bids and publicly read aloud on August 5, 2025 at 10:00AM or soon thereafter, at the City of Chipley Clerk's Office located at 1442 Jackson Avenue; Chipley, FL 32428.

The Owner reserves the right to waive any informality or to reject any or all bids. Each Bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable according to the Department of Treasury Circular 570.

No bid may be withdrawn for a period of sixty days after the scheduled closing time for receipt of bids.

Attention: **Bidding Contractors must be prequalified by the DEPARTMENT (FDOT) as required by Section 2 of the current FDOT Standard Specifications for Road and Bridge Construction.**

The City requires a business license be paid for the privilege of engaging in any business within the City limits. Please contact the Finance office for a fee schedule.

**EQUAL OPPORTUNITY EMPLOYER
HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION**

August 20, 2025

Ms. Patrice Tanner, City Administrator
City of Chipley
1442 Jackson Ave
Chipley, FL 32428

**RE: Griffin Road Drainage Improvements (CHI22SW)
Engineer's Recommendation of Award**

Ms. Tanner:

On August 5, 2025, at 10am bids were received and read aloud for the above referenced project. Nine (9) bids were received as shown in the attached Detailed Bid Tabulation. The low bidder was Gulf Coast Utility Contractors of Panama City with a Bid Amount \$778,359.50 which is under the \$2.4 million construction budget. I have reviewed this low bid for mathematical errors and bid spec requirements and everything appears to be in order. We have worked with GCUC on several previous projects recently and feel that they will do a good job for the City of Chipley.

Therefore, we recommend the award of this project to Gulf Coast Utility Contractors in the amount of **\$778,359.50** subject to State approval by grant agency.

Should you have any questions, please feel free to contact me.

Sincerely,



Rod Adams
Senior Engineer

Washington County - Project CHI22SW
DHM No. CHI22SW

BID SUMMARY

	Premier Paving	North Florida Construction	Mainline Construction	GCUC	ECSC	CWR	CBC Construction	ASAP	850 Construction Services
Part A (Roadway) Subtotal	\$ 983,763.05	\$ 823,686.70	\$ 804,266.67	\$ 717,559.50	\$ 735,749.34	\$ 858,797.55	\$ 939,520.56	\$ 908,756.70	\$ 804,070.74
Part B (Utilities) Subtotal	\$ 54,950.00	\$ 68,170.00	\$ 69,482.80	\$ 60,800.00	\$ 56,302.12	\$ 75,541.73	\$ 50,218.81	\$ 105,350.00	\$ 53,748.36
TOTAL BID AMOUNT	\$ 1,038,713.05	\$ 891,856.70	\$ 873,749.47	\$ 778,359.50	\$ 792,051.46	\$ 934,339.28	\$ 989,739.37	\$ 1,014,106.70	\$ 857,819.10

Note: Yellow highlighted values represent mathematical errors in the bid. The corrected value is shown in yellow.

Washington County - Project CHI22SW

FPID: CHI22SW - Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS																	
				Premier Paving		North Florida Construction		Mainline Construction		GCUC		ECSC		CWR		CBC Construction		ASAP		850 Construction Services	
Part A (Roadway)																					
Item No.	Description	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
0101-1	Mobilization	LS	1.0	\$ 180,000.00	\$ 180,000.00	\$ 60,412.00	\$ 60,412.00	\$ 48,540.00	\$ 48,540.00	\$ 25,000.00	\$ 25,000.00	\$ 40,448.57	\$ 40,448.57	\$ 139,543.52	\$ 139,543.52	\$ 216,628.90	\$ 216,628.90	\$ 85,000.00	\$ 85,000.00	\$ 79,306.05	\$ 79,306.05
0102-1	Maintenance of Traffic (120 DAYS)	LS	1.0	\$ 240,000.00	\$ 240,000.00	\$ 13,750.00	\$ 13,750.00	\$ 5,490.00	\$ 5,490.00	\$ 32,000.00	\$ 32,000.00	\$ 9,005.25	\$ 9,005.25	\$ 17,740.28	\$ 17,740.28	\$ 19,002.60	\$ 19,002.60	\$ 85,000.00	\$ 85,000.00	\$ 18,245.25	\$ 18,245.25
0102-3	Commercial Material for Driveway Maintenance	CY	16.0	\$ 50.00	\$ 800.00	\$ 138.00	\$ 2,208.00	\$ 106.20	\$ 1,699.20	\$ 50.00	\$ 800.00	\$ 128.90	\$ 2,062.40	\$ 173.02	\$ 2,768.32	\$ 99.76	\$ 1,596.16	\$ 120.00	\$ 1,920.00	\$ 84.22	\$ 1,347.52
0104-10-3	Sediment Barrier	LF	595.0	\$ 4.50	\$ 2,677.50	\$ 7.00	\$ 4,165.00	\$ 8.35	\$ 4,968.25	\$ 3.00	\$ 1,785.00	\$ 6.34	\$ 3,772.30	\$ 5.86	\$ 3,486.70	\$ 5.89	\$ 3,504.55	\$ 6.00	\$ 3,570.00	\$ 4.90	\$ 2,915.50
0110-1-1	Clearing and Grubbing (1.05 AC)	LS	1.0	\$ 5,000.00	\$ 5,000.00	\$ 22,000.00	\$ 22,000.00	\$ 24,150.00	\$ 24,150.00	\$ 15,000.00	\$ 15,000.00	\$ 19,666.90	\$ 19,666.90	\$ 76,166.22	\$ 76,166.22	\$ 22,549.92	\$ 22,549.92	\$ 28,000.00	\$ 28,000.00	\$ 14,777.90	\$ 14,777.90
0120-1	Regular Excavation	CY	1,391.0	\$ 24.00	\$ 33,384.00	\$ 33.00	\$ 45,903.00	\$ 22.45	\$ 31,227.95	\$ 5.00	\$ 6,955.00	\$ 15.61	\$ 21,713.51	\$ 20.22	\$ 28,126.02	\$ 15.20	\$ 21,143.20	\$ 24.00	\$ 33,384.00	\$ 30.41	\$ 42,300.31
0120-2-2	Borrow Excavation, Truck Measure	CY	1,360.0	\$ 18.00	\$ 24,480.00	\$ 20.00	\$ 27,200.00	\$ 33.15	\$ 45,084.00	\$ 16.00	\$ 21,760.00	\$ 17.14	\$ 23,310.40	\$ 21.37	\$ 29,063.20	\$ 21.57	\$ 29,335.20	\$ 27.00	\$ 36,720.00	\$ 20.68	\$ 28,124.80
0160-4	Type B Stabilization, LBR 40	SY	412.0	\$ 15.00	\$ 6,180.00	\$ 25.00	\$ 10,300.00	\$ 22.70	\$ 9,352.40	\$ 10.00	\$ 4,120.00	\$ 23.37	\$ 9,628.44	\$ 13.03	\$ 5,368.36	\$ 15.39	\$ 6,340.68	\$ 16.00	\$ 6,592.00	\$ 8.12	\$ 3,345.44
0285-706	Optional Base, OBG-6	SY	215.0	\$ 32.00	\$ 6,880.00	\$ 45.00	\$ 9,675.00	\$ 56.15	\$ 12,072.25	\$ 30.00	\$ 6,450.00	\$ 29.50	\$ 6,342.50	\$ 41.76	\$ 8,978.40	\$ 28.41	\$ 6,108.15	\$ 48.00	\$ 10,320.00	\$ 22.05	\$ 4,740.75
0286-1	Turnout Construction, Driveway Base	SY	233.0	\$ 20.00	\$ 4,660.00	\$ 65.00	\$ 15,145.00	\$ 30.70	\$ 7,153.10	\$ 27.00	\$ 6,291.00	\$ 36.88	\$ 8,593.04	\$ 28.44	\$ 6,626.52	\$ 32.31	\$ 7,528.23	\$ 48.00	\$ 11,184.00	\$ 14.07	\$ 3,278.31
0327-70-1	Milling Existing Asphalt Pavement, 1" Avg. Depth	SY	1,374.0	\$ 7.00	\$ 9,618.00	\$ 17.00	\$ 23,358.00	\$ 7.50	\$ 10,305.00	\$ 8.25	\$ 11,335.50	\$ 6.27	\$ 8,614.98	\$ 5.99	\$ 8,230.26	\$ 6.34	\$ 8,711.16	\$ 6.00	\$ 8,244.00	\$ 4.86	\$ 6,677.64
0334-1-52	Superpave Asphalt Concrete, Traffic B, (PG 76-22)	TN	39.2	\$ 180.00	\$ 7,056.00	\$ 250.00	\$ 9,800.00	\$ 250.00	\$ 9,800.00	\$ 225.00	\$ 8,820.00	\$ 258.37	\$ 10,128.10	\$ 250.89	\$ 9,834.89	\$ 244.50	\$ 9,584.40	\$ 250.00	\$ 9,800.00	\$ 310.30	\$ 12,163.76
0337-7-80	Friction Course, FC-9.5, Traffic B, (PG 76-22)	TN	84.7	\$ 180.00	\$ 15,246.00	\$ 250.00	\$ 21,175.00	\$ 262.50	\$ 22,233.75	\$ 235.00	\$ 19,904.50	\$ 209.52	\$ 17,746.34	\$ 214.09	\$ 18,133.42	\$ 261.44	\$ 22,143.97	\$ 250.00	\$ 21,175.00	\$ 305.17	\$ 25,847.90
0339-1	Miscellaneous Asphalt, 2" Thick	TN	33.2	\$ 250.00	\$ 8,300.00	\$ 450.00	\$ 14,940.00	\$ 366.00	\$ 12,151.20	\$ 300.00	\$ 9,960.00	\$ 446.83	\$ 14,834.76	\$ 447.95	\$ 14,871.94	\$ 301.51	\$ 10,010.13	\$ 400.00	\$ 13,280.00	\$ 498.26	\$ 16,542.23
0400-4-1	Concrete Class IV, Culverts	CY	145.0	\$ 1,800.00	\$ 261,000.00	\$ 2,000.00	\$ 290,000.00	\$ 2,425.85	\$ 351,748.25	\$ 2,100.00	\$ 304,500.00	\$ 2,240.26	\$ 324,837.70	\$ 1,789.44	\$ 259,468.80	\$ 2,293.36	\$ 332,537.20	\$ 1,950.00	\$ 282,750.00	\$ 2,246.98	\$ 325,812.10
0415-1-1	Reinforcing Steel, Roadway	LB	21,929.0	\$ 0.75	\$ 16,446.75	\$ 3.30	\$ 72,365.70	\$ 0.31	\$ 6,797.99	\$ 2.25	\$ 49,340.25	\$ 0.36	\$ 7,894.44	\$ 1.00	\$ 21,929.00	\$ 1.27	\$ 27,849.83	\$ 3.00	\$ 65,787.00	\$ 1.06	\$ 23,244.74
0520-1-10	Concrete Curb and Gutter, Type F	LF	120.0	\$ 40.00	\$ 4,800.00	\$ 40.00	\$ 4,800.00	\$ 59.50	\$ 7,140.00	\$ 50.00	\$ 6,000.00	\$ 44.96	\$ 5,395.20	\$ 54.02	\$ 6,482.40	\$ 31.67	\$ 3,800.40	\$ 60.00	\$ 7,200.00	\$ 36.50	\$ 4,380.00
0530-3-4	Riprap-Rubble, Ditch Lining	TN	204.6	\$ 140.00	\$ 28,644.00	\$ 140.00	\$ 28,644.00	\$ 157.20	\$ 32,163.12	\$ 175.00	\$ 35,805.00	\$ 156.32	\$ 31,983.07	\$ 194.98	\$ 39,892.91	\$ 153.02	\$ 31,307.89	\$ 150.00	\$ 30,690.00	\$ 147.96	\$ 30,272.62
0530-74	Bedding Stone	TN	95.4	\$ 32.00	\$ 3,052.80	\$ 105.00	\$ 10,017.00	\$ 147.75	\$ 14,095.35	\$ 95.00	\$ 9,063.00	\$ 121.60	\$ 11,600.64	\$ 152.04	\$ 14,504.62	\$ 125.28	\$ 11,951.71	\$ 150.00	\$ 14,310.00	\$ 146.18	\$ 13,945.57
0536-1-0	Guardrail, Roadway, TL-2	LF	275.0	\$ 25.00	\$ 6,875.00	\$ 47.00	\$ 12,925.00	\$ 28.75	\$ 7,906.25	\$ 37.25	\$ 10,243.75	\$ 36.02	\$ 9,905.50	\$ 39.81	\$ 10,947.75	\$ 38.01	\$ 10,452.75	\$ 45.00	\$ 12,375.00	\$ 34.66	\$ 9,531.50
0536-73	Guardrail Removal	LF	189.0	\$ 5.00	\$ 945.00	\$ 6.00	\$ 1,134.00	\$ 3.45	\$ 652.05	\$ 12.00	\$ 2,268.00	\$ 25.20	\$ 4,762.80	\$ 6.63	\$ 1,253.07	\$ 6.34	\$ 1,198.26	\$ 15.00	\$ 2,835.00	\$ 8.52	\$ 1,610.28
0536-85-20	Guardrail End Treatment, Trailing Anchorage	EA	1.0	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	\$ 3,200.00	\$ 2,300.00	\$ 2,300.00	\$ 4,250.00	\$ 4,250.00	\$ 5,901.28	\$ 5,901.28	\$ 3,781.70	\$ 3,781.70	\$ 3,610.49	\$ 3,610.49	\$ 8,000.00	\$ 8,000.00	\$ 3,344.96	\$ 3,344.96
0536-85-24	Guardrail End Treatment, Parallel Approach Terminal	EA	1.0	\$ 3,800.00	\$ 3,800.00	\$ 4,600.00	\$ 4,600.00	\$ 3,450.00	\$ 3,450.00	\$ 6,000.00	\$ 6,000.00	\$ 9,685.61	\$ 9,685.61	\$ 5,573.02	\$ 5,573.02	\$ 5,320.73	\$ 5,320.73	\$ 12,000.00	\$ 12,000.00	\$ 4,840.89	\$ 4,840.89
0550-10-220	Fencing, Type B, 5.1 - 6.0', Standard	LF	70.0	\$ 20.00	\$ 1,400.00	\$ 45.00	\$ 3,150.00	\$ 69.00	\$ 4,830.00	\$ 100.00	\$ 7,000.00	\$ 129.51	\$ 9,065.70	\$ 101.12	\$ 7,078.40	\$ 128.43	\$ 8,990.10	\$ 80.00	\$ 5,600.00	\$ 85.14	\$ 5,959.80
0570-1-2	Performance Turf, Sod	SY	2,244.0	\$ 5.00	\$ 11,220.00	\$ 5.50	\$ 12,342.00	\$ 12.60	\$ 28,274.40	\$ 4.00	\$ 8,976.00	\$ 7.95	\$ 17,839.80	\$ 7.77	\$ 17,435.88	\$ 7.60	\$ 17,054.40	\$ 5.00	\$ 11,220.00	\$ 9.61	\$ 21,564.84
0710-11-101	Painted Pavement Markings, Std., White, Solid, 6"	GM	0.129	\$ 2,000.00	\$ 258.00	\$ 5,000.00	\$ 645.00	\$ 5,175.05	\$ 667.58	\$ 8,500.00	\$ 1,096.50	\$ 5,403.16	\$ 697.01	\$ 5,144.19	\$ 663.60	\$ 5,700.78	\$ 735.40	\$ 5,300.00	\$ 683.70	\$ 3,500.00	\$ 451.50
0710-11-125	Painted Pavement Markings, Std., White, Solid, 24"	LF	20.0	\$ 8.00	\$ 160.00	\$ 6.00	\$ 120.00	\$ 5.75	\$ 115.00	\$ 30.00	\$ 600.00	\$ 6.00	\$ 120.00	\$ 14.58	\$ 291.60	\$ 6.34	\$ 126.80	\$ 8.00	\$ 160.00	\$ 6.09	\$ 121.80
0710-11-160	Painted Pavement Markings, Std., White, Message or Symbol	EA	1.0	\$ 650.00	\$ 650.00	\$ 120.00	\$ 120.00	\$ 115.00	\$ 115.00	\$ 550.00	\$ 550.00	\$ 120.07	\$ 120.07	\$ 218.77	\$ 218.77	\$ 126.68	\$ 126.68	\$ 200.00	\$ 200.00	\$ 243.27	\$ 243.27
0710-11-201	Painted Pavement Markings, Std., Yellow, Solid, 6"	GM	0.129	\$ 2,000.00	\$ 258.00	\$ 5,000.00	\$ 645.00	\$ 5,175.05	\$ 667.58	\$ 8,500.00	\$ 1,096.50	\$ 5,403.16	\$ 697.01	\$ 5,144.19	\$ 663.60	\$ 5,700.78	\$ 735.40	\$ 8,000.00	\$ 1,032.00	\$ 3,500.00	\$ 451.50
0711-11-125	Thermoplastic, Std., White, Solid, 24"	LF	20.0	\$ 20.00	\$ 400.00	\$ 28.00	\$ 560.00	\$ 28.75	\$ 575.00	\$ 60.00	\$ 1,200.00	\$ 30.02	\$ 600.40	\$ 29.17	\$ 583.40	\$ 31.67	\$ 633.40	\$ 35.00	\$ 700.00	\$ 12.16	\$ 243.20
0711-11-160	Thermoplastic, Std., White, Message or Symbol	EA	1.0	\$ 650.00	\$ 650.00	\$ 550.00	\$ 550.00	\$ 575.00	\$ 575.00	\$ 1,100.00	\$ 1,100.00	\$ 600.36	\$ 600.36	\$ 583.38	\$ 583.38	\$ 633.42	\$ 633.42	\$ 800.00	\$ 800.00	\$ 729.81	\$ 729.81
0711-16-101	Thermoplastic, Std.-Other Surfaces, White, Solid, 6"	GM	0.129	\$ 10,000.00	\$ 1,290.00	\$ 11,000.00	\$ 1,419.00	\$ 11,500.00	\$ 1,483.50	\$ 12,750.00	\$ 1,644.75	\$ 12,607.38	\$ 1,626.35	\$ 13,595.35	\$ 1,753.80	\$ 12,668.40	\$ 1,634.22	\$ 12,500.00	\$ 1,612.50	\$ 10,500.00	\$ 1,354.50
0711-16-201	Thermoplastic, Std.-Other Surfaces, Yellow, Solid, 6"	GM	0.129																		

Washington County - Project CHI22SW

FPID: CHI22SW - Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS																	
				Premier Paving		North Florida Construction		Mainline Construction		GCUC		ECSC		CWR		CBC Construction		ASAP		850 Construction Services	
Part B (Utilities)																					
Item No.	Description	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	8"x8"x8" Tapping Sleeve	EA	2.0	\$ 9,500.00	\$ 19,000.00	\$ 4,130.00	\$ 8,260.00	\$ 5,426.45	\$ 10,852.90	\$ 4,250.00	\$ 8,500.00	\$ 5,565.02	\$ 11,130.04	\$ 4,934.19	\$ 9,868.38	\$ 3,530.18	\$ 7,060.36	\$ 3,900.00	\$ 7,800.00	\$ 5,512.17	\$ 11,024.34
2	8" Ductile Iron Tapping Valve	EA	2.0	\$ 1,000.00	\$ 2,000.00	\$ 4,521.00	\$ 9,042.00	\$ 5,982.00	\$ 11,964.00	\$ 4,250.00	\$ 8,500.00	\$ 3,336.12	\$ 6,672.24	\$ 10,906.33	\$ 21,812.66	\$ 3,289.87	\$ 6,579.74	\$ 12,000.00	\$ 24,000.00	\$ 3,256.65	\$ 6,513.30
3	8" C900 PVC Water Main (DR 25) - Open Trench	LF	13.0	\$ 250.00	\$ 3,250.00	\$ 210.00	\$ 2,730.00	\$ 613.30	\$ 7,972.90	\$ 100.00	\$ 1,300.00	\$ 198.76	\$ 2,583.88	\$ 319.27	\$ 4,150.51	\$ 164.15	\$ 2,133.95	\$ 350.00	\$ 4,550.00	\$ 118.28	\$ 1,537.64
4	8" Ductile Iron 90 Degree Bend	EA	2.0	\$ 5,000.00	\$ 10,000.00	\$ 809.00	\$ 1,618.00	\$ 1,121.45	\$ 2,242.90	\$ 1,500.00	\$ 3,000.00	\$ 1,216.93	\$ 2,433.86	\$ 667.49	\$ 1,334.98	\$ 1,204.13	\$ 2,408.26	\$ 1,500.00	\$ 3,000.00	\$ 708.98	\$ 1,417.96
5	8" FPVC Water Main (Directional Bore)	LF	240.0	\$ 80.00	\$ 19,200.00	\$ 175.00	\$ 42,000.00	\$ 134.20	\$ 32,208.00	\$ 150.00	\$ 36,000.00	\$ 129.03	\$ 30,967.20	\$ 149.66	\$ 35,918.40	\$ 122.96	\$ 29,510.40	\$ 225.00	\$ 54,000.00	\$ 126.94	\$ 30,465.60
5	Bacteriological Sampling Point	EA	2.0	\$ 750.00	\$ 1,500.00	\$ 2,260.00	\$ 4,520.00	\$ 2,121.05	\$ 4,242.10	\$ 1,750.00	\$ 3,500.00	\$ 1,257.45	\$ 2,514.90	\$ 1,228.40	\$ 2,456.80	\$ 1,263.05	\$ 2,526.10	\$ 6,000.00	\$ 12,000.00	\$ 1,394.76	\$ 2,789.52
Part B TOTALS					\$ 54,950.00		\$ 68,170.00		\$ 69,482.80		\$ 60,800.00		\$ 56,302.12		\$ 75,541.73		\$ 50,218.81		\$ 105,350.00		\$ 53,748.36

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Legislative Priorities – Liberty Partners of Tallahassee, LLC

MEETING DATE	PREPARED BY
Tuesday, September 9, 2025	Patrice Tanner, City Administrator

SUMMARY

LPOT will be present to discuss the upcoming Legislative Session and the City of Chipley Legislative Priorities.

RECOMMENDATION

Discussion.

ATTACHMENTS

You are invited to a Zoom webinar!

When: September 9, 2025 05:00 PM Central Time (US and Canada)

Topic: Regular Council Meeting

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/89740144289>

Phone one-tap:

+13052241968,,89740144289# US

+13092053325,,89740144289# US

Join via audio:

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

Webinar ID: 897 4014 4289