



**CITY OF CALLAWAY, FLORIDA**  
**CITY HALL**

6601 East Highway 22, Callaway, FL 32404  
Phone 850-871-6000 • FAX 850-871-2444  
www.cityofcallaway.com

**Mayor**  
Thomas W. Abbott

**Commissioners**  
Melba Covey  
Pam Henderson  
Bob Pelletier  
Ralph L. Hollister

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**PUBLIC NOTICE**

**REGULAR MEETING**

by the City of Callaway Board of Commissioners  
on Wednesday, November 12, 2014 – 6:00 P.M.  
at the Callaway Arts & Conference Center  
500 Callaway Park Way  
Callaway, FL 32404

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**AGENDA**

**CALL TO ORDER**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**  
**MAYOR'S INSTRUCTIONS –**

- Call for Additions / Deletions, and any items to be pulled from Consent Agenda for discussion. Remind everyone, elected officials and citizens, to speak directly into microphones.

**PUBLIC PARTICIPATION (non-agenda items)**

- Citizens must complete a Public Participation form prior to the meeting and submit it to the City Clerk to be called and recognized at the podium.
- Speakers must come to the podium to be heard.
- Comments are limited to five (5) minutes.

**PRESENTATION / PROCLAMATION**

**APPROVAL OF MINUTES**

- Regular Commission Meeting – October 28, 2014
- Special Meeting – October 16, 2014

**CONSENT AGENDA**

ITEM # 1 Request for Budget Transfers – City Manager Fuller

**REGULAR AGENDA**

ITEM # 2 Award of Bid – CA-2 Lift Station Rehab Project – City Manager Fuller  
ITEM # 3 Discussion of Ordinance 600 – Commissioner Covey  
ITEM # 4 First Reading – Ordinance # 947 - Gulf Power Company Franchise Agreement -  
City Manager Fuller

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**Fire Department**  
P: 850-871-2753  
F: 850-871-5564

**Leisure Services**  
P: 850-874-0031  
F: 850-874-9977

**Planning / Code Enforcement**  
P: 850-871-4672  
F: 850-871-2404

**Public Works**  
P: 850-871-1033  
F: 850-871-2416

**Arts & Conference Center**  
P: 850-874-0035  
F: 850-874-0706

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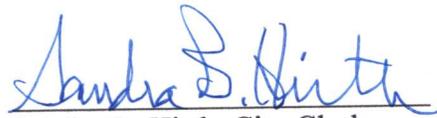
ITEM # 5      Job Description/Classification – Planning and Code Enforcement Administrator -  
City Manager Fuller

## COMMISSION COMMENTS

### ANNOUNCEMENTS

All meetings will be held at the Callaway Arts & Conference Center, 500 Callaway Park Way, Callaway, FL unless otherwise noted.

- Employee Thanksgiving Luncheon, Thursday, November 13, 2014, City Offices will be closed from 11:30 A.M. – 1:30 P.M.
- Code Enforcement Board Meeting, Thursday, November 20, 2014, 4:00 P.M.
- Christmas Tree Lighting Ceremony, Thursday, December 4, 2014, 6:00 P.M.
- Next Regular Commission Meeting, Tuesday, December 9, 2014, 6:00 P.M.

  
Sandra B. Hirth, City Clerk

Providing public input is important. It can be accomplished by calling, emailing, making an appointment with your Commissioner, or speaking at a public meeting. Public Participation for non-agenda items is called at the beginning of the meeting. Public Participation for regular agenda items is called during each item after the Commission has discussed the item and a motion and second are made but before there is a call for a vote.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Callaway's City Clerk, at 6601 E. Highway 22, Callaway, FL 32404; or by phone at (850) 871-6000 at least five calendar days prior to the meeting.

If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (Voice) or 1-800-955-7661 (TDD).

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**CALLAWAY BOARD OF COMMISSIONERS REGULAR MEETING  
OCTOBER 28, 2014  
TIME: 6:00 P.M.**

The Regular Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 6:00 P.M. Commissioner Henderson gave the invocation and Commissioner Covey led the Pledge of Allegiance.

ROLL CALL: Commissioner Covey, Commissioner Henderson, Commissioner Pelletier, Commissioner Hollister, Mayor Abbott

ALSO PRESENT: City Manager Fuller, City Attorney Obos, Fire Chief Joyner, Leisure Services Director Legare, Public Works Director Johnson, Code Enforcement Officer Frye, Assistant to the City Manager Koepke, and City Clerk Hirth

**MAYOR'S INSTRUCTIONS**

Mayor Abbott asked if there were any additions/deletions to tonight's Agenda. City Manager Fuller asked the Board to add an item entitled Budget Transfers to the Regular Agenda.

**Commissioner Pelletier moved to approve adding the Request for Budget Transfers to the Regular Agenda. Commissioner Henderson seconded the motion.**

All ayes

Commissioner Covey asked City Manager Fuller if Item #4 could be pulled from the agenda due to our new Finance Director beginning next week. She stated Ms. Waldrip would need time to review the recommendations to see which, if not all, of them she would like to implement.

**City Manager Fuller pulled Agenda Item #4 – Utility Billing and Cash Receipt Recommendation.**

**PUBLIC PARTICIPATION**

Bill Brown, 6023 Howard Road, Callaway, FL, stated at a recent citizens' meeting they had Code Enforcement Officer Frye as a guest speaker and he wanted to thank him for attending. He said he understands we are looking at the building regulations and codes but there did not seem to be any emphasis on putting any "teeth" into them. He felt we need to review the Florida Statutes to see where they will allow us to go further than we are now as far as speeding up the paperwork processes on people who do break the zoning and code enforcement laws. He stated a lot of the Statutes tell you what you must do but it will allow you to do more.

Jean Champoux, 621 S. Berthe Avenue, Callaway, FL, said they met with Bill Frye, Code Enforcement Officer, last Tuesday evening and had an informative and productive meeting. She stated he gave an overview of his duties and responsibilities, answered questions, gave explanations for a better perceptions of confusing interpretations and was respectful and eager to help the citizens to better understand code enforcement and the job of the Code Enforcement

Officer. She said as a member of the Code Enforcement Board and having oftentimes been a critic of Mr. Frye, she wanted to thank him for helping her and other to better understand the procedures and timeframe of completing the process of a code violation. She said they have a lot of catching up to do but Mr. Frye is working hard and improving the task at hand. She stated those citizens who make a point of driving or walking the neighborhoods see progress. She said there is still much to do but she felt Mr. Frye was working diligently to catch up and improve Callaway's appearance. She said the Chairman of the Citizens' Committee, Janice Jennings, always submits a summary to the Commissioners and the City Manager along with issues that citizens would like to have addressed. She stated this is done to keep the lines of communication open and the concerns of the citizens before the Commission. She said in keeping with that philosophy, she would like to suggest the Department Heads of Public Works, Finance, Leisure Services and Code Enforcement attend each Callaway City Commission meeting. She said this would serve to keep the citizens, Commissioners and Department Heads apprised of what is happening with the City's business which ultimately is the business of the citizens of Callaway. She said overtime would not be an issue since Department Heads are salaried. She stated accountability and transparency would be well served with this arrangement. She continued by saying when Michael Fuller assumed the position of City Manager, she had her doubts. She said she still had some reservations but wanted to acknowledge that Michael was working hard and is dedicated to doing a good job so they need to give him the support they can and to keep in mind what a huge undertaking this was with all of the things that were dumped on him unexpectedly. She said while she had things of concern, she wanted to thank Michael for working hard to keep the citizens of Callaway in good hands.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said the problem she has is with the Charter. She stated forms (applications) were filled out and turned into City Hall, and everyone agreed to have a Committee with one Commissioner and the other Commissioners would select one of the four citizens (one from each of the remaining Commissioners). She said at the last Commission meeting it was appalling and there was no excuse whatsoever for what went on. She said they hear everything that's said under their breath and see the looks on faces. She said Commissioner Henderson stated they had a meeting before regarding this issue and nothing came out of it. She said that should have told them something then. She said Commissioner Hollister doesn't want to sit on the Board but when Commissioner Pelletier was recommended to sit on that Committee and said no and they heard it. She said that only leaves two Commissioners that could sit on the Committee. She said these citizens went through the trouble of filling these forms out and they can't get together and do their job. She stated no one was elected to sit up there for their own agenda, they are all there to take care of the citizens of Callaway. She suggested that they go back to the way it was and do not do a workshop on it. They need to pick the people to sit on the Committee. She said Commissioner Covey picked Commissioner Pelletier (Commissioner Pelletier apologized for interrupting her but told her she had it wrong, that it was Commissioner Hollister who did not want to sit on the Committee after Commissioner Covey nominated him.) Mrs. Johnson said that was who she had meant to say. She said this was an easy fix and there were other Commissioners who would sit on the Committee. She said she did not know why it went from a Committee to a Workshop. She said Commissioner Henderson had stated nothing came out of the last workshop. Commissioner Henderson spoke and said she really preferred to have a workshop rather than a Committee because it gives everyone a chance to voice their opinion rather than 5 people. Mayor Abbott said he didn't want to speak for Commissioner Henderson

but he thought she meant that at a Workshop every Commissioner would be there to discuss the changes needed and any citizen who was at the Workshop could voice their opinion. Mrs. Johnson asked how many citizens would show up for the Workshop and Mayor Abbott said he didn't know but whoever was there could participate.

Janice Jennings, 7514 Sara Lane, Callaway, FL, said she wanted to give her kudos to Michael too because after the last meeting, she sent him a summary of the items at 10:00 P.M. and by 10:15 P.M. he had responded to her. She said this particular time he was the only one she received a response from. She stated this committee is not a hate group, they just talk about things the citizens are concerned about. She said she tries to tell everyone before Bill went to the meeting that it was not a personal attack and that if someone has a personal agenda then they needed to take it him one to one. She said he did a wonderful job of explaining his job, what he is expected to do and ways they can help him do his job. She then asked what the City paid for the Utility Billing audit and was told it was \$15,000. She said she wanted to go on record as saying that she was disappointed in the things she came up with because she did not come up with anything that had not already been discussed in Commission meetings. She also said she had told Michael that she was unhappy about offering the new Finance Director \$68,000 but she said she wrote him back and apologized because she feels they will get their money's worth after listening to her as she jumped in to give her opinion, etc at the October 16<sup>th</sup> meeting. She said she felt they would see a big difference in City Hall because she seemed to have good organizational skill and will be in charge of all the front office personnel.

## **PRESENTATION**

### **Code Enforcement Board – Joseph Volpi, Chairman**

Mr. Volpi began by saying he is retired from the Air Force and has lived at 7509 Sara Lane for ten years. He stated the Board listens to each case brought before them and said he believes they are on the Board for the citizens of Callaway. He said when you think about Code Enforcement you think it's a negative thing but that is not how the Board operates. He said they listen to the citizen for their side of what has happened and sometimes there are special circumstances that bring the people before the Board. He said they listen to the individuals and ask questions to find out why and how they can fix the issue. He stated for the month of October they had 52 issues, 11 Notices of Violation and 5 Notices to Appear before the Board. He said 3 of the 5 people showed up at the meeting. He said for 2014 they have held 10 meetings this year and heard 39 cases 5 of which still have not complied. He said they have one violated that has not paid their \$500 fine. He said a lien will be placed on the property for the non-payment. He stated they heard the 5 cases in October and modified some of the recommendations from Code Enforcement Officer Frye due to special circumstances that were brought to the Board's attention. Mayor Abbott told Mr. Volpi they appreciated him reporting to the Commission. He said he believes the Board is looking for compliance by the citizens and they believe they want to want to help citizens comply. He said he was glad to see that was the Board's approach to solving problems. He said as far as his report to the Board, they want to know a summary of what they are seeing, what they are doing, any kind of special things that may have taken place and then be available to answer a question if someone on the Board needs information. Commissioner Henderson said because of information that came to light at the last Board meeting, they know he can't get into all of the specifics but when special circumstances happen it may be helpful for the Board to know about it. She said if they put specific timelines on issues

it may be useful to the Board for them to be aware of it. Commissioner Covey said she didn't know if that was his place or the Code Enforcement Officer's place to keep them apprised of issues such as that. She said if someone has not met a deadline and then the Board gives extended time to complete an issue without knowing the person had already received extended time lines it makes it difficult on the Board. She stated a citizen pretty much slapped their hands for doing this and really embarrassed them by not having all of the facts. She asked if the meeting time could be changed from 4:00 P.M. to 6:00 P.M. to make it more convenient for citizens who work to get to the meetings. She said she would like for that to be considered. Mr. Volpi stated he totally agreed and that the time issue may be why they do not have more participation from citizens who are requested to appear. He said he would like to talk to his Board before making that decision. He said we have a great Board currently who work together well. Commissioner Pelletier stated he attended the last Code Enforcement Board meeting and they did a great job. He said he would like for the Code Enforcement Policy Manual to be sent to the Code Enforcement Board for them to review and make recommendations to come back to the Commission. He said he felt the Commission should utilize all of their talents to provide input on this manual. Commissioner Covey said there needed to be a lot of research on the manual and asked if they could have workshops on it. Mayor Abbott asked if they could get the recommendations from the Code Enforcement Board first. Commissioner Pelletier said he pulled some records and stated the Commission had awarded \$10,000 to someone for a demolition grant yet on June 5, 2014, Chairman Volpi signed an order that gave this same person 60 days to clean up the area. He stated the Commission turned around and gave them the \$10,000 grant not knowing about the 60 days they had been given. He said it takes away from them and he just wanted to make sure that didn't happen again. Mayor Abbott said he didn't think anyone was pleased with all the way that happened but his question would have to be was that they did that after a Regular Commission meeting as a CRA Board and he would say to City Manager Fuller that all the information from Code Enforcement and the Code Enforcement Board was a part of the CRA packet that was distributed at the meeting. City Manager Fuller said he went back to review the staff summary for that meeting and it was stated that the Code Enforcement Board met on May 22, 2014, where that action was taken. He said he apologized for any miscommunication but he believed they discussed it at that meeting. Mayor Abbott said he agreed that it would help to emphasize those type things in the future. He said it was in the packet but it would be helpful to point items such as that out in the future so it can't slip our minds or not get noticed. Mayor Abbott said it was the CRA Board who passed the request for the grant but they said as the CRA Board to give them a time limit, knowing that it was also a Code Enforcement Board issue, so they put a 60 day time limit on them. He said when the time comes for the grant to be paid, they will have to look back to be sure the person requesting the grant completed it within the required 60 days from that CRA meeting. Mayor Abbott thanked Mr. Volpi for his presentation.

### **APPROVAL OF MINUTES**

**Commissioner Covey moved to approve the minutes from the October 14, 2014, Regular Commission Meeting. Commissioner Henderson seconded the motion.**

**All ayes**

## **CONSENT AGENDA**

None

## **OLD BUSINESS**

### **ITEM #1 FINAL READING/PUBLIC HEARING ORDINANCE #945 – WAIVER OF TRANSPORTATION IMPACT FEES**

City Attorney Obos read Ordinance #945 – Waiver of Transportation Impact Fees by title only noting it would be effective for 12 months. He asked if anyone from the audience would like to address this issue since this is all a Public Hearing for this Ordinance. There was no one who wished to be acknowledged.

**Commissioner Hollister moved to approve Ordinance #945 – Waiver of Transportation Impact Fees. Commissioner Henderson seconded the motion.**

All ayes

### **ITEM #2 AMR/AMI WATER METER SYSTEM – REQUEST FOR PROPOSALS**

City Manager Fuller stated the Commission asked him to re-write the RFP for the meters, ask the City Attorney to review it and then bring it back to the Commission for final review. He stated after reviewing the entire proposal, staff recommends approval as submitted. City Attorney Obos said the issue of installation was clarified and was not included in this RFP. He continued by stated the selected company will have to hold the unit price for three (3) years and the technical specifications were placed in the RFP by staff at the Public Works Department. Public Works (PW) Director Johnson reviewed the specifications per City Attorney Obos. Mayor Abbott asked PW Director Johnson if we have an idea of what we want in broad terminology. PW Director Johnson said he and City Manager Fuller revised the RFP and removed the installation since he believes we can piggy-back that onto another city's contract for a very good price. Commissioner Covey asked about the issue of retaining the meter's information for longer than 45 days each month and PW Director Johnson said they were told meters can retain it for as long as we need it with the correct parameters set. Commissioner Covey asked if all vendors understand this and he stated they do and that we do not want a cheaply made meter that will break easily. Commissioner Henderson asked if there would be a pre-bid meeting and PW Director Johnson said there would not be one because this is pretty cut and dried. She also mentioned a statement regarding "nothing in the document expressed that the City is required to expend fund" which is a statement they (Airport) put in their RFP's and asked if this was something we should place into our RFP. CM Fuller said he would look into this.

**Commissioner Covey moved to approve AMR/AMI Water Meter System – Request for Proposals. Commissioner Henderson seconded the motion.**

All ayes

## **REGULAR AGENDA**

### **ITEM #3 RESOLUTION 14-22 – COMMISSION MEETING SCHEDULE FOR FY15**

City Manager Fuller stated he was instructed to present a schedule for Regular Commission Meetings. He said Exhibit "A" attached to the Resolution has each Regular Meeting listed. He

asked the Commission to please review it for any conflict. He noted that, per the Commission's discussion at the last meeting, there are only one meeting in listed for November and December. All other months have two meeting scheduled. He said he recommended that Wednesday, November 12, 2014, replaced the meeting that would normally be scheduled for Veterans Day. All City Offices will be closed on November 11, 2014, in observance of Veterans Day. City Attorney Obos read Resolution 14-22 – Commission Meeting Schedule for FY15 by title only.

**Commissioner Hollister moved to approve Resolution 14-22 – Commission Meeting Schedule for FY15. Commissioner Henderson seconded the motion.**

All ayes

**ITEM #4 PULLED FROM AGENDA**

**ITEM #5 ADD-ON ITEM – REQUEST FOR BUDGET TRANSFERS**

City Manager Fuller stated per the Commission's policy, these budget transfers are on the agenda for their review. He said all transfers are from within the department therefore they are not for a revision. He said the requests for FY14 are to balance negative line items within that budget. He stated the FY15 were due to unexpected/unplanned expenses. Commissioner Henderson stated she was surprised that we are already amending the FY15 budget. Mayor Abbott said once a budget has been approved usually the City Manager would have the latitude to move funds around within a department's budget but now the expenditures must wait for Commission approval. CM Fuller stated the change in the Planning Department was to have a blanket purchase order for IT issues that will be coming up during the year. Commissioner Henderson questioned the request for 3 additional cell phones after the Board and Department Heads had a detailed discussion about who needed cell phones. Mayor Abbott said he was surprised there were only 7 but now it seems there is a need for additional ones. Commissioner Covey said the previous Finance Director said she wanted her Assistant to receive the cell phone allowance instead of her but if the new Finance Director needs one she assumes CM Fuller will find the money for that expense. Commissioner Henderson said she would have preferred to have had these requests at the time the budgets were being discussed. Commissioner Covey asked where the shirts are purchased for the ladies in the front office at City Hall and was told they are from Land's End. She stated they charge quite a bit for their merchandise and couldn't we find somewhere else to purchase them. Mayor Abbott and other Commissioners stated there better not be requests for additional funds for uniforms later in the year. Commissioner Covey said the Fire Department needs to put a reason for the requested transfers on their form and CM Fuller said he would take care of that. Commissioner Covey said in defense of CM Fuller, he was tossed into this and she thinks they all did a good job with the budget and hopes that next year they will do even better.

**Commissioner Hollister moved to approve the Request for Budget Transfers.  
Commissioner Henderson seconded the motion.**

**Commissioner Covey – aye  
Commissioner Henderson – aye  
Commissioner Pelletier – nay**

**Commissioner Hollister – aye**  
**Mayor Abbott – aye**

**Motion passed**

**COMMISSION COMMENTS**

Commissioner Hollister asked for an update on the Berthe Avenue bridge. CM Fuller said we have applied for the waiver and had a conference call last week regarding our request. He said as far as the grant itself, we are still waiting on additional information and hopefully when the information has been sent we will get an answer in a week or so. Commissioner Hollister said it looked like the sidewalks on 7<sup>th</sup> Street are moving along and was told they would be starting them the first of the year.

Commissioner Pelletier asked if we had done anything regarding Mr. Gandy's appeal. City Attorney Obos said Mr. Gandy simply needs to come back and address the Commission and he thought CM Fuller should send a letter to that affect. City Attorney Obos said we can cancel a permit at anytime. He said we need to let Mr. Gandy know the process and what he needs to do. Commissioner Pelletier also asked if we were getting anywhere with AWT. He asked when the new Finance Director will begin and when will we be having Springbrook training. CM Fuller stated once she begins the first week in November, we will need to get with Springbrook and arrange for them to come out here.

Commissioner Henderson asked if Leisure Services Director Legare had gotten back with the Sports and Recreation Committee and he stated he had not but will be meeting with them as soon as possible. He stated he had some recommendations for them to consider.

Commissioner Covey complimented Public Works on the clean ditches throughout the City. She asked City Attorney Obos where we are on putting the tax liens on the property tax rolls. He stated he has to get a Resolution of Intent and amend the assessment ordinance. She asked if we have the assessment in place, would we still have to file liens and he stated we would but they would be placed on the tax rolls instead of the property and we would have a quicker recovery of our funds. Commissioner Covey said she wanted to review Ordinance 606 for the next agenda. She asked if ICA has cut any of the medians and LS Director Legare stated they had not. She said she is in constant contact with Mr. Williams, FDOT, and they are to give us a mowing schedule. She said this was not tailored for Callaway because it talks about bridges and even had Panama City Beach mentioned in our contract. She asked CM Fuller about the Planning and Code Enforcement Administrator position job description and also stated the Commission is supposed to set the pay schedule. CM Fuller stated he thought he had given this information to the Commission during the budget process. Commissioner Covey said they need the salary information and a job description. She quoted 14.01 from the Personnel Policy that says the City Manager is in charge of classification plans and sending the information to the Commission. She then said 14.06 contradicts the previous section. She stated the Personnel Manual is in a mess and needs to be straightened out as soon as possible. Mayor Abbott said the position itself is not classified and after it's classified then it goes to the Commission. CM Fuller asked if the Board would not consider the August memorandum and Mayor Abbott stated it did not provide the classification. CM Fuller stated the memorandum had salary and Mayor Abbott said it still

needed the job description. Commissioner Covey said classification and job description both need to come to the Board with the salary amount approved by the Commission.

Commissioner Covey asked about evaluation of employees and stated everyone said City Manager and City Clerk are Charter Officers and the evaluation process did not apply to them. City Attorney Obos said these two positions serve at the pleasure of the Commission and are not regular employees. She then asked him how are the Charter Officers evaluated. After further discussion, it was decided that City Clerk Hirth would forward the City Manager Evaluation Form she has to the Commission for them to look over and comment on. She feels the City Manager and City Clerk need to know how they are doing in their jobs, where they excel and where they need to improve. Mayor Abbott said they need to approve of a form for the evaluation first.

Commissioner Covey asked if it wasn't protocol that only the City Manager can contact the lawyer or an employee could with his permission. City Clerk Hirth was asked to look in Laserfiche to locate the previous policy on calling the attorneys and then get this information to the Commission.

City Attorney Obos said regarding AWT that they still need some number put together. He said he hopes we will have the information before Thanksgiving. He was asked to try to get the Commission something so they could at least know where we are in the process and what are we waiting on.

Mayor Abbott said there is going to be a Transportation Symposium through the West Florida Regional Planning Council one year from now – October 15-16, 2015, and it will be held at Bay Point.

City Manager Fuller the Employee's Thanksgiving Luncheon will be held on Thursday, November 13, 2014, from 11:30 A. M. - 1:30 P.M. He asked the Commission's permission to close the City's offices for two hours on this date. It was the consensus of the Commission that this is approved. He also reminded everyone about the Veterans Day Parade on Tuesday, November 11, 2014.

Mayor Abbott gave the Announcements. There being no further business, Commissioner Henderson moved to adjourn the meeting at 7:44 P.M.

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Sandra B. Hirth, City Clerk

**CALLAWAY BOARD OF COMMISSIONERS SPECIAL MEETING  
OCTOBER 16, 2014  
TIME: 6:00 P.M.**

The Special Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 6:00 P.M.

ROLL CALL: Commissioner Covey, Commissioner Henderson, Commissioner Pelletier, Commissioner Hollister, Mayor Abbott

ALSO PRESENT: City Manager Fuller, Leisure Services Director Legare, Fire Chief Joyner, Public Works Director Johnson, City Clerk Hirth

**AGENDA**

**ITEM #1 UTILITY BILLING AUDIT**

Mayor Abbott turned the meeting over to Angela Balent, Warren Averett auditing firm, introduced Mr. Kevin Weng who is a CPA and a Supervisor at Warren Averett. She stated he works closely with her on the Callaway audit.

Ms. Balent stated she would like to handle this item at the Commission's pleasure. She said she had thought she would give an overview of what they did and give information pertaining to the testing of procedures. After doing this, she said she would go over their Observations and Recommendations with the Board. She stated Mayor Abbott had called this an audit and they actually did the report under consulting standards. She said there are very strict guidelines to doing a financial audit and this was done as consulting because everything was done on a confirmation of a number or sample. She said they explained what they did on page 1 of the report which reflected the Commission's concerns on certain billing, cash receipts and the water billing cycle. She stated they reviewed the Accounting and Billing Policy Manuals, spoke with the 3-party vendor who prepares the bills for mailing, interviews with staff and physical observations. She said they did not evaluate the information system controls which included physical security, logical access, computer operations, etc. She stated they also did not consider the age and type meters currently utilized. Mayor Abbott stated he had used the term audit simply because that is the way it was advertised and he understood what their role would be with regard to Utility Billing.

Ms. Balent said pages 2-8 involved an overview of the control environment not simply Utility Billing functions. She stated that sometime in processes we tend to think about the specific function but when we look at the overall control environment it involves a lot of different individuals. She said internal controls are not just one or two people but several different functional activities that overlap. She said these pages are looking through the processes in detail to see what is happening on a transactional basis right now. They looked at processing of payments and walked through in detail such things as transactional detail. She said she could go over each page but thought they would be more concerned about the testing and recommendations. She stated on page 9 the report shows the actual tests, the objectives of the tests and the results of those tests.

Commissioner Covey stated she had questions on page 8 and Ms. Balent stated that was fine and she would answer any questions the Board has whenever they wish. Commissioner Covey said in the section on page 4 where it was talking about water meters and the work orders being generated by the Customer Service Representatives being given to Public Works. She asked if this was done manually

or electronically. Ms. Balent stated they are done electronically but there was a manual portion to it also. Commissioner Covey asked if there was a timeframe for work orders to be closed out so that billing can begin. Ms. Balent said it would have to be for it to appear on a listing. Commissioner Covey asked if there is a time limit on the turnaround time for work orders and Ms. Balent stated Emily Franklin, UB Supervisor/Assistant to the Finance Director, was present and could answer this question. Ms. Franklin stated all work orders have to be closed out before she can run past due penalties or the billing at the end of the month. Commissioner Covey asked if there was a written timeframe for these type things. Ms. Franklin said the work orders had to be closed out by the 25<sup>th</sup> so the billing process can begin. She said the 15<sup>th</sup> and 25<sup>th</sup> of each month are critical days and need work orders to those dates to be closed out. Commissioner Covey stated the manual did not address the different types of work orders and their turnaround times as well as the last day for closeouts of each particular kind of work order. She said she felt this should be addressed in the manual also. Commissioner Covey asked about unpaid water bills and Ms. Balent stated these are in Springbrook but the applications, identification, etc are not kept. Commissioner Covey asked if we knew how many customers we currently have and Ms. Franklin responded approximately 6,000. Commissioner Covey said she was confused about the number of meters and Ms. Franklin said there were approximately 800 drive-by, 1,500 radio read and 6,000 handheld. She continued by stating we have approximately 1,900 inactive /non-read meters and approximately 6,400 active accounts. Commissioner Covey said she understood there have been several issues with regard to the handheld meters one of which is the sometimes do not transmit and Ms. Franklin stated there were approximately 200 each month that do not read for various reasons. She continued by saying the Meter Reader Techs have their handheld devices loaded with 3 to 4 routes each and when these have been read/completed they return to City Hall to download the information and re-load the devices. Commissioner Covey asked Ms. Franklin if it would help her to have them on specific schedules. She stated the Meter Readers may not finish their book/routes in one day. She said they read about 2,000 meters each per month. She stated she runs a proof list from the downloaded information and highlights the high/low reads so they can be re-read. Commissioner Covey asked if there was any way to do the downloads/re-reads on a schedule and Ms. Franklin stated that would be hard to do since you do not know what might come up with any number of meters such as fogged on the inside of the glass, water in the box, etc. plus there are Meter Readers out on sick leave, annual leave, etc. Regarding the Exception list showing the high/low reads, Ms. Balent stated Springbrook has an Exceptions report for this which would save quite a bit of time and assist the citizens by catching leaks on their side of the meter. Ms. Franklin said they tried the report last year and it came up with such a large number of re-reads that it caused the bills to be sent out late. She said to request a custom Springbrook Exceptions List would require funding. Ms. Balent recommended this be considered by the Board. Commissioner Covey stated she had her pool filled and had taken the readings from her meter but when she came to City Hall she was told they had received a verbal on the amount used.

Commissioner Pelletier said he felt to download daily would make more sense to him because it would be less data to review than a three-day period. Commissioner Covey asked if there was a timeline for the drop box payments to be input and Ms. Franklin said they try to input the information the next day but at busy times (1<sup>st</sup>, 15<sup>th</sup> and 25<sup>th</sup>) the box is overloaded and will sometimes go into the second day. She said when one of the Customer Service Representative (CSR) is absent on annual leave or sick leave that adds to the duties of the other CSR's and they complete the drop box as soon as they can. Ms. Balent stated it should be input daily but as Ms. Franklin stated on the busy days it may not be accomplished. Commissioner Covey asked why the Sheriff's Office takes our deposits to the bank and was told they volunteered to assist the City since they are out and about anyway. Ms. Franklin stated the total in the bag, the bag number and a signature from the Deputy documents the issue of

possession. Ms. Balent said the Accounting Policy and Procedures Manual states the City Clerk will commit the batches and get the deposits to the bank. Commissioner Covey asked if the bank reconciliations were completed on a monthly basis and Ms. Balent stated they have not been done on a monthly basis. Commissioner Covey asked if the reconciliations had been signed and dated and was told they were by the City Manager. City Manager Fuller stated he had checked behind the former Director of Finance per the auditor's instructions.

Ms. Balent's next area of discussion was their 9 Observations and Recommendations of which there were 9 listed below:

- 1) Functional Overview – Organizational Structure
- 2) Functional Overview – Cycle Billing & Meter Reading
- 3) Functional Overview – Written Policy and Procedures
- 4) Functional Overview – Risk Assessment
- 5) Flow of Transactions – New Meter Connections
- 6) Flow of Transactions – Exception Reporting
- 7) Flow of Transactions – Bill Calculation
- 8) Flow of Transactions – End of Shift Procedures
- 9) Flow of Transactions – Cash Receipts

Ms. Balent stated that the current lines of authority were not clear and due to transitions in the City Clerk's office, Finance Director's position and the City Manager position. She said this had impacted the operations side of Utility Billing. She stated one CSR reports to the City Clerk and the other two reported to the Utility Billing Supervisor and the Meter Readers report to the Assistant to the Finance Director. She stated there was no such position as a Utility Billing Supervisor. She stated it's possible that an additional person is needed to serve the non-utility duties in the role of Assistant to the Finance Director. She said due to the recent change from 10 hours per day on a 4-day workweek going to 8 hours per day on a 5-day workweek made it difficult to make a formal recommendation but she did say that either a part-time or full-time position in the Finance function may be needed in the near future. She stated the cash deposits, according to our manual, should be deposited within two working days but this was not done consistently as verified by the deposit log showing a deposit on a certain date but having within that deposit several batches that were one week plus with regard to the date the money was taken in to the date sent to the bank. She said we were 91% outside of that policy and if the City is to have the policy of cash being deposited within 2 working days there was a need for an adjustment. She continued by say according to the Commission and citizens, the utility bills had not been received in a timely manner for several months. Commissioner Covey stated she had been told, by citizens, that utility bills had been received previously the utility bills were received on the 1<sup>st</sup> or 2<sup>nd</sup> of each month giving them plenty of time to make their payments by the 15<sup>th</sup>. Ms. Franklin stated she was told citizens should have their bills by the 5<sup>th</sup> of each month which gives them 10 days to pay and an additional 10 days to avoid disconnection on the 26<sup>th</sup>. Mayor Abbott stated we cannot be responsible for the Post Office deliveries but we could focus on the date when they are mailed out from the 3<sup>rd</sup> party billing company. Ms. Balent said she had reviewed the last 24 months for the amount of new accounts that were opened, which was a large number. She said opening and closing accounts is very time consuming. She also stated she had reviewed the overtime for the last 24 months and had broken it down two ways – all CSR's combined and then individually (this can be seen on the graphs in the report). Ms. Balent said there are two classifications for accounts either Active status or Delete status. She stated per the manual, all Active accounts are read monthly. She said per a July, 2014 report from Springbrook, she found 12 active meters that were in Delete status. Ms. Franklin said she had assisted in closeouts of accounts and had failed to notice a toggle button at the top of the page which when not

used would leave the account open even in a Delete status. Commissioner Pelletier asked how we know these are the only ones. He asked if Deleted meters are read. Ms. Franklin said the Active and Suspended accounts are read by the Meter Readers and the Deleted accounts were not read. Commissioner Covey asked if the Inactive Accounts are checked for usage and Ms. Franklin stated the Active and Inactive are checked. Commissioner Covey suggested that instead of locking the meters when they go to Delete status, we should pull the meter and asked PW Director Johnson how long it took to pull a meter. PW Director Johnson said 5 minutes. Commissioner Covey said she had worked in a utility office and they pulled the meters. She told Ms. McKinney that she could smile all she wanted to but it was a fact. Ms. Balent said it is up to the City to determine their tolerance level and they want the water revenue to be materially correct but at what cost regarding manpower. Ms. Franklin stated when we catch someone who had tampered with a meter (breaking a lock and turning the water on), they report it to the Sheriff's Office for an arrest to be made. Commissioner Pelletier said he could not get a validated number of meters from the Utility Billing office. Commissioner Covey asked when do we let customers put in their own meter and PW Director Johnson said when it's a master meter. He said for example when there were 24 units put in and the owner put one meter for every two customers. Ms. Franklin said they get 24 deposits and one flat rate. Commissioner Covey said we did not get anything such as a deposit for the sewer and PW Director Johnson said the landlord pays one large deposit on the master meter also. Commissioner Covey asked when Sandy Creek came on line were there waivers given for the wells. Mayor Abbott explained we bought Sandy Creek's customer base from Utilities, Inc. and it did not include everyone. Commissioner Covey asked PW Director Johnson what his recommendation was with regard to Sandy Creek being a negative or positive flow of cash and he stated they had only two breaks last year. He said they are all on a grinder pump for sewer

Ms. Balent said her Recommendations were for accountability it made sense for all CSR's to be placed under the Utility Billing Supervisor. She stated there's a possibility of the need for another position because there were many things in flux and the new Finance Director may want to make this recommendation after she/he reviews the tasks required from the department. Commissioner Covey stated that all of a sudden UB needed Temporary help and asked why this year, what was different. She said the staff number had not changed. Ms. Balent stated she felt they could make the decisions to either invest in software/training or possibly another employee with benefits. Mayor Abbott said he did not discount the possibility of needing another person and stated when we lost Mattie Conway, we lost a vast amount of corporate knowledge. Ms. Balent said she felt they were saying they want happy customers and correct data but they needed to realize this would not happen overnight. Commissioner Covey said we had bought software two years ago and have not utilized the software we have rather than buying additional software. Commissioner Henderson asked if Springbrook would not allow employees to customize the reports. Ms. Franklin informed everyone that the older version of Springbrook allowed for a lot of customization that the new one did not to save money and said the Exception Report will require customization. Commissioner Covey stated the previous Finance Director had told her she had to pull 5 different reports where she had not had to do so previously. Ms. Balent stated the City has approximately 6,400 older meters and approximately 1,900 drive-by meters to be read monthly and recommended they think about doing more than one cycle billing. She said she knew a city that went to multiple cycle billing and they stated they would never go back to single cycle billing. Mayor Abbott asked if she thought they might collaborate with Callaway and Ms. Balent stated she felt it was definitely possible and said she felt it would help with the newer type meters. Ms. Balent recommended the City update the UB Manual. Commissioner Pelletier stated they need to set up a procedure for when debts are sent to collections. Ms. Beverly Waldrip was introduced at this time and welcomed to the City. Mayor Abbott said he felt sure she had new ideas one of which was to tie

accounts to the tax bills regarding unpaid utilities. Commissioner Covey said she had suggested this a year ago. Ms. Balent said she wanted the City to document as part of risk management, tests to be sure all accounts were established properly. She also stated when an account has been turned over to collections and then someone pays the bad debt, the CSR should email the collection agency, or the supervisor in charge of this function, to let the company know they've taken care of the bad debt.

Ms. Balent said a bill calculation timeframe needs to be re-thought but currently there are other higher priorities.

She also recommended the implementation of end of shift procedures so everyone is closed out by the end of the day and all deposits can be taken to the bank in one bag. She said staggering the close outs of each CSR beginning at 3 pm should give them enough time to print their reports, balance their money to their drawer and set up a new batch with the following day's date on it. She stated on some days this would not be possible.

The next recommendation was to stop scanning the checks and send them directly to the back after listing them as a total amount on the deposit slip with the cash. She stated the scanning of checks was a big hindrance and saw no value in it since we would be sending someone to the bank anyway with the cash. She said they could be listed as one total amount for checks since we have the proof sheet that itemizes each transaction. Commissioner Pelletier stated there are scanners out there that have 100% accuracy.

Ms. Balent stated the Government Fund Receipts have not been done daily as they should be so this needs to be handled on a daily basis even if someone is absent.

Commissioner Pelletier stated he saw two major priorities and they were to get the cash/checks in the bank on a daily basis and we need to implement an Exception Report through Springbrook.

Mayor Abbott stated he had expected some of these issues but was surprised about others.

Commissioner Covey told Ms. Franklin that she appreciated her being at the meeting tonight and giving the Board valuable feedback which was needed.

There being no further business, Commissioner Covey moved to adjourn the meeting at 8:15 P.M.

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Sandra B. Hirth, City Clerk

**City of Callaway Board of Commissioners  
Agenda Item Summary**

October 18, 2014

Request for Budget Transfers

**1. PLACED ON AGENDA BY:**

J. Michael Fuller, City Manager

**2. AGENDA:**

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- OLD BUSINESS
- REGULAR

**3. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** YES  NO

N/A

**4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)**

Per Commission policy, approval if requested for the attached budget transfers. These transfers are to balance FY14 budget line items within each department's budget.

**ATTACHMENT:**

- Budget Transfer Requests for FY14 and FY15

**5. REQUESTED MOTION/ACTION:**

Request Commission approval of the attached budget transfer requests for FY14 and FY15.



# BUDGET TRANSFER REQUEST      FY 15

Department Leisure Services      AMOUNTS MUST BE IN WHOLE DOLLARS

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-572-101-20	Regular Salaries	\$ 243,633.00		\$ 20,000.00	\$ 223,633.00	Not needed due to vacant positions.
01-572-303-41	Other Contractual Service	\$ 49,958.00	\$ 20,000.00		\$ 69,958.00	Temporary help due to vacancies.
					\$ -	
					\$ -	
<b>Column TOTALS</b>		<b>\$ 293,591.00</b>	<b>\$ 20,000.00</b>	<b>\$ 20,000.00</b>	<b>\$ 293,591.00</b>	<b>Total Increases MUST equal Total Decreases</b>

## APPROVALS

Department Head \_\_\_\_\_ Date: 11-5-14  
 City Manager \_\_\_\_\_ Date: 11-5-14  
 Finance \_\_\_\_\_ Date: \_\_\_\_\_  
System Updated by: \_\_\_\_\_ Date: \_\_\_\_\_



**City of Callaway Board of Commissioners  
Agenda Item Summary**

November 12, 2014

Award of Bid – CA-2 Lift Station Rehab Project

**1. PLACED ON AGENDA BY:**

J. Michael Fuller, City Manager

**2. AGENDA:**

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- OLD BUSINESS
- REGULAR

**3. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** Yes  No

N/A

**4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)**

The City received 5 responders to our request for proposals for the Lift Station CA-2 Improvements. They are:

- GAC Contractors
- Gulf Coast Utility Contractors
- I-C Contractors
- Royal American Construction
- Marshall Brothers Construction

Royal American Construction was the lowest responsive bidder at \$151,399.00 / \$19,500.00.

**ATTACHMENT:**

- Bid Summary Sheet for 2015 RFP-Lift Station CA-2 Improvements
- Copy of each bid for Commission review

**5. REQUESTED MOTION/ACTION:**

Request permission for City Manager Fuller to execute an agreement with Royal American Construction in the amount of \$151,399.00 / \$19,500.00.

**City of Callaway**  
**2015 RFP-Lift Station CA-2 Improvements**

October 30, 2014 2:00pm

Company	Bid Price
GAC Contractors	\$ 200,827.00 / \$ 29,510.00
GCUC	\$ 185,750.00 / \$ 13,500.00
I-C Contractors	\$ 156,194.00 / \$ 27,178.00
Royal American Construction	\$ 151,399.00 / \$ 19,500.00
Marshall Bros. Construction	\$ 202,491.63 / \$ 15,200.00

**SECTION 00030  
BID**

This proposal of GAC Contractors, Inc.  
(hereinafter called "Bidder"), organized and existing under the laws of the State of Florida doing business as a corporation ("a corporation," "a partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called "OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby proposes to perform all Work for the construction of the City of Callaway – Lift Station CA-2 Improvements in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days and to fully complete the project 30 days thereafter. Liquidated damages for failure to fully complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. 1, October 16, 2014.

Addendum No. 2, October 23, 2014.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2014.

**BID SCHEDULE**

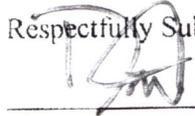
By submitting this Bid, the Bidder understands that all items specified in these Contract Documents must be included in the Total Base Bid above.

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Pay Item Number	Description	Total
1.	Mobilization (≤6% of Base Bid)	9,705.96
2.	Bonds and Insurance (≤5% of Base Bid)	3,895.51
3.	Lift Station CA-2 Improvements	187,225.53
<b>Total Lump Sum Bid (1+2+3)</b>		<b>\$200,827.00</b>

Additive Alternative	Description	Total
1.	Provide driveway improvements, trench drain with mitered ends, rip-rap, sub-grade stabilization, sod, and asphalt paving per the plans.	29,510.00

Respectfully Submitted:



Signature

Derwin R. White, Vice President

Title

October 30, 2014

Date

SEAL:

(If Bid by Corporation)

GAC Contractors, Inc.

Company Name

4116 Hwy 231 Panama City, FL

Address

850-785-4675

Phone Number

END OF SECTION

**SECTION 00040  
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

GAC Contractors, Inc.

as Principal, and Berkley Insurance Company

as Surety, are hereby held and firmly bound unto the City of Callaway

as the OWNER in the penal sum of 5% of Bid

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 30th day of October 2014. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of the:

**CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS**

NOW THEREFORE:

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- C. NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall execute and deliver to the OWNER the required Agreement and within 10 days after the date of a written Notice of Award in accordance with the terms of such Bid, and within said 10 days deliver to the OWNER the required Certificates(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor,

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

BID BOND 00040-1

materials, and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to the OWNER such Agreement or to give such bond or bonds, and deliver to the OWNER the required certificates of insurance, if the Principal shall pay to the OWNER the fixed penal sum of \$ 5% of Bid noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept said Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

GAC Contractors, Inc.

  
Principal Derwin R. White, Vice President

Berkley Insurance Company

Surety

By:   
Michael W. Brown, Attorney-in-Fact

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NO. 01-10033

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Michael W. Brown or Jo M. Chonko of Brown Insurance Services, LLC of Panama City, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18 day of September, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 18 day of September, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey  
Notary Public, State of Connecticut  
**KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES OCTOBER 31, 2017**

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30<sup>th</sup> day of October, 2014.

(Seal)

Andrew M. Tuma

This power of attorney is void unless seal and signature are readable and the background imprint, warning and confirmation (on reverse) must be in blue ink.

**SECTION 00262**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC-ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

A. This sworn statement is submitted to the City of Callaway  
by Derwin R. White, Vice President  
For GAC Contractors, Inc.

Whose business address is 4116 Hwy 231 North  
Panama City, FL 32404

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0840493  
(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement): \_\_\_\_\_

B. I understand that a "public entity crime" as defined in Section 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 an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an 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.

C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:

1. A predecessor or successor of a person or a corporation 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 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 person, or a pooling agreement 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 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.

E. 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 in to a binding Contract and which Bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

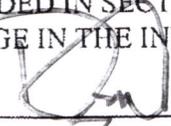
**[Indicate which statement applies.]**

  X   Neither the entity submitting this sworn statement, nor any of its 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 its officers, directors, executives, partners, share holders, 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.

       The entity submitting this sworn statement, or one or more of its 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. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
Signature Derwin R. White

Sworn to and subscribed before me this 30th day of October, 2014.

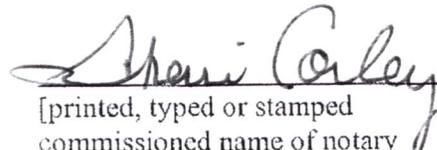
Personally known X \_\_\_\_\_

OR Produced identification \_\_\_\_\_  
\_\_\_\_\_

Notary Public- State of FL

My commission expires 8-18-15



  
\_\_\_\_\_  
[printed, typed or stamped  
commissioned name of notary  
public]  
Sherrri Corley

END OF SECTION

**SECTION 000302  
ANTI-COLLUSION STATEMENT**

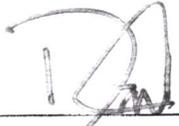
I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

  
 \_\_\_\_\_  
 Signature  
 Derwin R. White, Vice President  
 \_\_\_\_\_  
 Title  
 October 30, 2014  
 \_\_\_\_\_  
 Date

GAC Contractors, Inc.  
 \_\_\_\_\_  
 Company Name  
 4116 Hwy 231 Panama City, FL  
 \_\_\_\_\_  
 Address  
 850-785-4675  
 \_\_\_\_\_  
 Phone Number

END OF SECTION

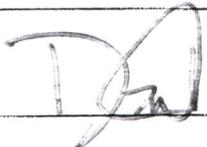
**SECTION 000303  
CONFLICT OF INTEREST DISCLOSURE FORM**

Please mark which of the following applies to Bidder's company:

  X   I hereby attest that no City of Callaway City Commissioners(s), employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

           The following are name(s) and position(s) of person(s) with Bidder's company.

NAME(S)	POSITION(S)



(Signature)

Title/Date: Derwin R. White, Vice President October 30, 2014

Business Name: GAC Contractors, Inc.

END OF SECTION

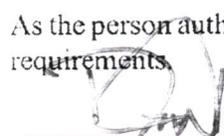
**SECTION 000304**  
**STATEMENT UNDER SECTION 287.087**  
**FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH**  
**DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if the tied Bidders do not have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Item No. 1 above.
- D. In the statement specified in Item No. 1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
Bidder's Signature Derwin R. White, Vice President

END OF SECTION



## ADDENDUM NO. 1

**DATE:** October 16, 2014

**FROM:** Mr. Jonathan Sklarski, P.E., Senior Project Manager  
Preble-Rish, Inc.  
203 Aberdeen Parkway  
Panama City, Florida 32405  
850.522.0644 (Phone) 850.522.1011 (Fax)

**TO ALL PLAN  
HOLDERS:**

Company	E-mail
MARSHALL BROTHERS INDUSTRIAL, INC.	<a href="mailto:tricket-mbi@knology.net">tricket-mbi@knology.net</a>
ROYAL AMERICAN CONSTRUCTION	<a href="mailto:alan.parauka@royalamerican.com">alan.parauka@royalamerican.com</a>
REED CONSTRUCTION DATA iSqFt	<a href="mailto:evelyn.hurse@reedbusiness.com">evelyn.hurse@reedbusiness.com</a> <a href="mailto:acaniafia@isqft.com">acaniafia@isqft.com</a>
GULF COAST UTILITY CONTRACTORS	<a href="mailto:paul.kelley@gcuc.net">paul.kelley@gcuc.net</a>
I-C CONTRACTORS, INC.	<a href="mailto:tommy.holmes@knology.net">tommy.holmes@knology.net</a>
MCGRAW HILL CONSTRUCTION	<a href="mailto:lex.ann.thomas@mhfi.com">lex.ann.thomas@mhfi.com</a>

**COPY TO:** Mr. Michael Fuller, City Manager, City of Callaway (via [mfullen@cityofcallaway.com](mailto:mfullen@cityofcallaway.com))  
Mr. Larry Johnson, Public Works, City of Callaway (via [johnson@cityofcallaway.com](mailto:johnson@cityofcallaway.com))  
Mr. Eric Pitts, Sr. Engineering Tech/Firm Partner, PRI (via [pittse@preble-rish.com](mailto:pittse@preble-rish.com))

**PROJECT NAME:** City of Callaway – Lift Station CA-2 Improvements

**PROJECT NO.:** 220.027

Please note the following changes and/or clarifications regarding the above-referenced project:

**GENERAL: SPECIFICATIONS**

- ❖ Please replace Section 00020, Information for Bidders with the attached revised Section 00020 that includes updated information to require a Bid Bond to accompany the Bid.
- ❖ Please add the attached Section 00040, Bid Bond.
- ❖ Please replace Section 00050, Agreement with the attached revised Section 00050 that will include the Bid Bond as part of the Contract Documents.
- ❖ Only Flygt and Wilo/Emu Pumps are approved for this project.
- ❖ Only PolytripleX and Spectra Shield are approved for this project.



203 Aberdeen Parkway  
Panama City, Florida 32405  
(850) 522-0644  
FAX (850) 522-1011

## RECEIPT OF ADDENDUM

RE: CITY OF CALLAWAY - LIFT STATION CA-2 IMPROVEMENTS

PRI PROJECT NO.: 220.027

### Addendum No. 1

I Sherri Corley with GAC Contractors, Inc.  
(Print Name) (Company Name)

received Addendum Number 1 on October 22, 2014  
(Date)

*Sherri Corley*  
(Signature)



## ADDENDUM NO. 2

DATE: October 23, 2014

FROM: Mr. Jonathan Sklarski, P.E., Senior Project Manager  
Preble-Rish, Inc.  
203 Aberdeen Parkway  
Panama City, Florida 32405  
850.522.0644 (Phone) 850.522.1011 (Fax)

TO ALL PLAN  
HOLDERS:

Company	E-mail
MARSHALL BROTHERS INDUSTRIAL, INC.	<a href="mailto:knicket-mbi@knology.net">knicket-mbi@knology.net</a>
ROYAL AMERICAN CONSTRUCTION	<a href="mailto:alan.parauka@royalamerican.com">alan.parauka@royalamerican.com</a>
REED CONSTRUCTION DATA	<a href="mailto:veivn.hurse@reedbusiness.com">veivn.hurse@reedbusiness.com</a>
iSqFt	<a href="mailto:pcaniqia@isqft.com">pcaniqia@isqft.com</a>
GULF COAST UTILITY CONTRACTORS	<a href="mailto:michele.broadway@gcuc.net">michele.broadway@gcuc.net</a>
I-C CONTRACTORS, INC.	<a href="mailto:tommy.holmes@knology.net">tommy.holmes@knology.net</a>
MCGRAW HILL CONSTRUCTION	<a href="mailto:lex.ann.thomas@mhfi.com">lex.ann.thomas@mhfi.com</a>
GILBERT PUMP AND MECHANICAL	<a href="mailto:bates@gilbertpump.net">bates@gilbertpump.net</a>
GAC CONTRACTORS	<a href="mailto:ccilman@gaccontractors.com">ccilman@gaccontractors.com</a>

COPY TO: Mr. Michael Fuller, City Manager, City of Callaway (via [mfuller@cityofcallaway.com](mailto:mfuller@cityofcallaway.com))  
Mr. Larry Johnson, Public Works, City of Callaway (via [ljohnson@cityofcallaway.com](mailto:ljohnson@cityofcallaway.com))  
Mr. Eric Pitts, Sr. Engineering Tech/Firm Partner, PRI (via [erpitts@preble-rish.com](mailto:erpitts@preble-rish.com))

PROJECT NAME: City of Callaway – Lift Station CA-2 Improvements

PROJECT NO.: 220.027

Please note the following changes and/or clarifications regarding the above-referenced project:

**GENERAL:**

- ❖ Grundfos SE1/SL1 pumps are approved for this project, Product No.: 98248113.



203 Aberdeen Parkway  
Panama City, Florida 32405  
(850) 522-0644  
FAX (850) 522-1011

## RECEIPT OF ADDENDUM

RE: CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS

PRI PROJECT NO.: 220.027

### Addendum No. 2

I Sherri Corley with GAC Contractors, Inc.  
(Print Name) (Company Name)

received **Addendum Number 1** on October 23, 2014  
(Date)

*Sherri Corley*  
(Signature)

**SECTION 00030  
BID**

This proposal of Gulf Coast Utility Contractors, LLC  
(hereinafter called "Bidder"), organized and existing under the laws of the State of  
Florida doing business as a corporation ("a corporation," "a  
partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called  
"OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby  
proposes to perform all Work for the construction of the **City of Callaway – Lift Station CA-2  
Improvements** in strict accordance with the Contract Documents, within the time set forth therein,  
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto  
certifies as to its own organization, that this Bid has been arrived at independently, without  
consultation, communication, or agreement as to any matter relating to this Bid with any other  
Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in  
the Notice to Proceed and to substantially complete the project within **60** consecutive calendar days  
and to fully complete the project **30** days thereafter. Liquidated damages for failure to fully  
complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. 1, October 16, 2014.

Addendum No. 2, October 23, 2014.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2014.

**BID SCHEDULE**

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents  
must be included in the Total Base Bid above.

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

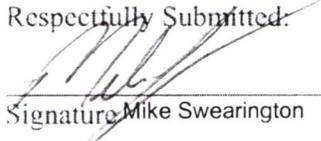
BID 00030-1

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Pay Item Number	Description	Total
1.	Mobilization (≤ 6% of Base Bid)	9,750.00
2.	Bonds and Insurance (≤5% of Base Bid)	8,500.00
3.	Lift Station CA-2 Improvements	167,500.00
<b>Total Lump Sum Bid (1+2+3)</b>		<b>185,750.00</b>

Additive Alternative	Description	Total
1.	Provide driveway improvements, trench drain with mitered ends, rip-rap, sub-grade stabilization, sod, and asphalt paving per the plans.	13,500.00

Respectfully Submitted:

  
Signature: Mike Swearington

President

Title

October 30, 2014

Date

Gulf Coast Utility Contractors, LLC

Company Name

P. O. Box 8170, Panama City, FL 32409

Address

(850) 265-9166

Phone Number

SEAL:

(If Bid by Corporation)

END OF SECTION

**SECTION 00262**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC-ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

A. This sworn statement is submitted to City of Callaway  
by Mike Swearington, President  
For Gulf Coast Utility Contractors, LLC  
Whose business address is P. O. Box 8170, Panama City, FL 32409  
\_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is 52-2182511  
(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement): \_\_\_\_\_

B. I understand that a "public entity crime" as defined in Section 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 an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an 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.

C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:  
1. A predecessor or successor of a person or a corporation 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 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 person, or a pooling agreement 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 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.

E. 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 in to a binding Contract and which Bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

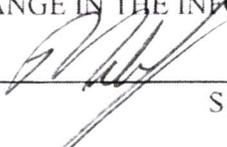
**[Indicate which statement applies.]**

XX Neither the entity submitting this sworn statement, nor any of its 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 its officers, directors, executives, partners, share holders, 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.

         The entity submitting this sworn statement, or one or more of its 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. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
Signature Mike Swearington

Sworn to and subscribed before me this 30th day of October, 2014.

Personally known XX

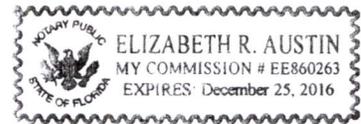
OR Produced identification \_\_\_\_\_  
\_\_\_\_\_

Notary Public- State of Florida

My commission expires 12/25/16



[printed, typed or stamped  
commissioned name of notary  
public]



END OF SECTION

**SECTION 000302**  
**ANTI-COLLUSION STATEMENT**

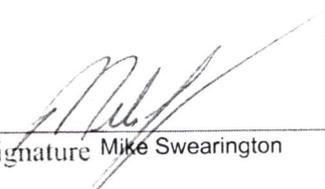
I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

  
 \_\_\_\_\_  
 Signature Mike Swearington

\_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 October 30, 2014  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Gulf Coast Utility Contractors, LLC

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 P. O. Box 8170, Panama City, FL 32409

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 (850) 265-9166

\_\_\_\_\_  
 Phone Number

END OF SECTION

**SECTION 000303  
CONFLICT OF INTEREST DISCLOSURE FORM**

Please mark which of the following applies to Bidder's company:

XX I hereby attest that no City of Callaway City Commissioners(s), employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

\_\_\_\_\_ The following are name(s) and position(s) of person(s) with Bidder's company.

NAME(S)	POSITION(S)



(Signature)

Title/Date: Mike Swearington, President October 30, 2014

Business Name: Gulf Coast Utility Contractors, LLC

END OF SECTION

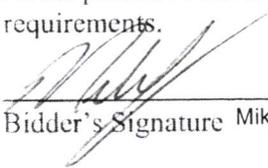
**SECTION 000304**  
**STATEMENT UNDER SECTION 287.087**  
**FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH**  
**DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if the tied Bidders do not have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Item No. 1 above.
- D. In the statement specified in Item No. 1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
Bidder's Signature Mike Swearington

END OF SECTION

**SECTION 00030  
BID**

This proposal of I-C Contractors, Inc.  
(hereinafter called "Bidder"), organized and existing under the laws of the State of  
Florida doing business as a Corporation ("a corporation," "a  
partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called  
"OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby  
proposes to perform all Work for the construction of the **City of Callaway - Lift Station CA-2  
Improvements** in strict accordance with the Contract Documents, within the time set forth therein,  
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto  
certifies as to its own organization, that this Bid has been arrived at independently, without  
consultation, communication, or agreement as to any matter relating to this Bid with any other  
Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in  
the Notice to Proceed and to substantially complete the project within **60** consecutive calendar days  
and to fully complete the project **30** days thereafter. Liquidated damages for failure to fully  
complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. 1, Oct. 16, 2014.

Addendum No. 2, Oct. 23, 2014.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2014.

**BID SCHEDULE**

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents  
must be included in the Total Base Bid above.

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

BID 00030-1

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

1.	Mobilization (≤6% of Base Bid)	\$ 2,000.00
2.	Bonds and Insurance (≤5% of Base Bid)	\$ 3,114.00
3.	Lift Station CA-2 Improvements	\$156,194.00

1.	Provide driveway improvements, trench drain with mitered ends, rip-rap, sub-grade stabilization, sod, and asphalt paving per the plans.	\$ 27,178.00
----	---	--------------

Respectfully Submitted:

Albert E. Hathaway  
Signature Albert E. Hathaway

President  
Title

Oct. 30, 2014  
Date

SEAL:

(If Bid by Corporation)

I-C Contractors, Inc.  
Company Name  
228 E. 34th St.  
Panama City, FL 32405  
Address

(850) 769-1550  
Phone Number

END OF SECTION

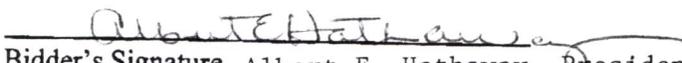
**SECTION 000304**  
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**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if the tied Bidders do not have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Item No. 1 above.
- D. In the statement specified in Item No. 1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
Bidder's Signature Albert E. Hathaway, President

END OF SECTION

**SECTION 00262**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC-ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

A. This sworn statement is submitted to City of Callaway  
by Albert E. Hathaway  
For I-C Contractors, Inc.  
Whose business address is 228 E. 34th St.  
Panama City, FL 32405  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2204811  
(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement): \_\_\_\_\_

- B. I understand that a "public entity crime" as defined in Section 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 an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an 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.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
1. A predecessor or successor of a person or a corporation 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 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 person, or a pooling agreement 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 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.

E. 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 in to a binding Contract and which Bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

**[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any of its 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 its officers, directors, executives, partners, share holders, 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.

The entity submitting this sworn statement, or one or more of its 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. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Albert E. Hathaway  
Signature Albert E. Hathaway, President

Sworn to and subscribed before me this 30th day of October, 2014.

Personally known ✓

OR Produced identification \_\_\_\_\_

Notary Public- State of FLORIDA

My commission expires March 4, 2016



Theresa L. Hathaway  
[printed, typed or stamped  
commissioned name of notary  
public]

END OF SECTION

**SECTION 000302**  
**ANTI-COLLUSION STATEMENT**

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

	I-C Contractors, Inc.
Signature    Albert E. Hathaway	Company Name
President	228 E. 34th St. Panama City, FL 32405
Title	Address
October 30, 2014	(850) 769-1550
Date	Phone Number

END OF SECTION





203 Aberdeen Parkway  
Panama City, Florida 32405  
(850) 522-0644  
FAX (850) 522-1011

## RECEIPT OF ADDENDUM

RE: CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS

PRI PROJECT NO.: 220.027

### Addendum No. 1

I, Tommy W Holmes with I-C Contractors, Inc.  
(Print Name) (Company Name)

received Addendum Number 1 on 10/14/14  
(Date)

Tommy W Holmes  
(Signature)



203 Aberdeen Parkway  
Panama City, Florida 32405  
(850) 522-0644  
FAX (850) 522-1011

## RECEIPT OF ADDENDUM

RE: CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS

PRI PROJECT NO.: 220.027

### Addendum No. 2

I Tommy W. Holmes with I-C Contractors, Inc.  
(Print Name) (Company Name)

received Addendum Number 1 on 10/23/14  
(Date)

Tommy W. Holmes  
(Signature)

**SECTION 00040  
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ I-C Contractors, Inc \_\_\_\_\_,

as Principal, and \_\_\_\_\_ Berkley Insurance Company \_\_\_\_\_,

as Surety, are hereby held and firmly bound unto the \_\_\_\_\_ **City of Callaway** \_\_\_\_\_,

as the OWNER in the penal sum of \_\_\_\_\_ 5% of Bid \_\_\_\_\_

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 30th day of October 2014. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of the:

**CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS**

NOW THEREFORE:

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- C. NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall execute and deliver to the OWNER the required Agreement and within 10 days after the date of a written Notice of Award in accordance with the terms of such Bid, and within said 10 days deliver to the OWNER the required Certificate(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor,

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

BID BOND 00040-1

materials, and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to the OWNER such Agreement or to give such bond or bonds, and deliver to the OWNER the required certificates of insurance, if the Principal shall pay to the OWNER the fixed penal sum of \$ 5% of Bid noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept said Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

I-C Contractors, Inc  
Principal By Albert Hathaway  
Albert Hathaway, President

Berkley Insurance Company  
Surety  
By: Michael W Brown  
Michael W Brown/ Attorney-in-Fact

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Michael W. Brown or Jo M. Chonko of Brown Insurance Services, LLC of Panama City, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18 day of September, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 18 day of September, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey  
Notary Public, State of Connecticut  
**KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES OCTOBER 31, 2017**

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of October, 2014

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

**SECTION 00030  
BID**

This proposal of Waddell Plantation, Inc. dba Royal American Coast Group (hereinafter called "Bidder"), organized and existing under the laws of the State of Florida doing business as corporation ("a corporation," "a partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called "OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby proposes to perform all Work for the construction of the **City of Callaway – Lift Station CA-2 Improvements** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project within **60** consecutive calendar days and to fully complete the project **30** days thereafter. Liquidated damages for failure to fully complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. 1, Oct. 16, 2014.

Addendum No. 2, Oct. 23, 2014.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2014.

**BID SCHEDULE**

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents must be included in the Total Base Bid above.

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

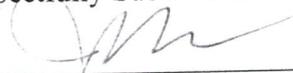
BID 00030-1

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Pay Item Number	Description	Total
1.	Mobilization (≤ 6% of Base Bid)	\$ 9,084.00
2.	Bonds and Insurance (≤ 5% of Base Bid)	\$ 3,028.00
3.	Lift Station CA-2 Improvements	\$139,287.00
<b>Total Lump Sum Bid (1+2+3)</b>		<b>\$151,399.00</b>

Additive Alternative	Description	Total
1.	Provide driveway improvements, trench drain with mitered ends, rip-rap, sub-grade stabilization, sod, and asphalt paving per the plans.	\$19,500.00

Respectfully Submitted:

  
 \_\_\_\_\_  
 Signature

Vice President  
 \_\_\_\_\_  
 Title

10/30/14  
 \_\_\_\_\_  
 Date

SEAL:  
 (If Bid by Corporation)

Royal American Const. Group  
 \_\_\_\_\_  
 Company Name

1000 W. 23rd St. Ste 400  
Panama City, FL 32405  
 \_\_\_\_\_  
 Address

850-769-8981  
 \_\_\_\_\_  
 Phone Number

END OF SECTION

**SECTION 00262**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC-ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

- A. This sworn statement is submitted to City of Callaway  
by Josy Chapman, Vice President  
For Waddell Plantation, Inc. dba Royal American Const. Group  
Whose business address is 1002 W. 23<sup>rd</sup> St. Ste 400  
Panama City, FL 32405  
  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2649500  
(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement): \_\_\_\_\_

- B. I understand that a "public entity crime" as defined in Section 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 an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an 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.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
1. A predecessor or successor of a person or a corporation 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 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 person, or a pooling agreement 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 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.

E. 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 in to a binding Contract and which Bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

**[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any of its 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 its officers, directors, executives, partners, share holders, 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.

The entity submitting this sworn statement, or one or more of its 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. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
Signature

Sworn to and subscribed before me this 30<sup>th</sup> day of October, 2014.

Personally known

OR Produced identification \_\_\_\_\_  
\_\_\_\_\_

Notary Public- State of Florida

My commission expires \_\_\_\_\_



Misty L Kent  
[printed, typed or stamped  
commissioned name of notary  
public]

END OF SECTION

**SECTION 000302**  
**ANTI-COLLUSION STATEMENT**

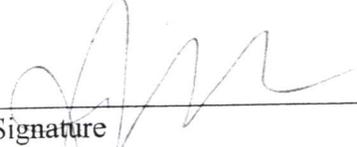
I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

  
 \_\_\_\_\_  
 Signature  
 Vice President  
 \_\_\_\_\_  
 Title  
 10/30/14  
 \_\_\_\_\_  
 Date

Royal American Const. Group  
 \_\_\_\_\_  
 Company Name  
 1008 W. 28th St. Ste 400  
 Panama City, FL 32405  
 \_\_\_\_\_  
 Address  
 850-769-8981  
 \_\_\_\_\_  
 Phone Number

END OF SECTION

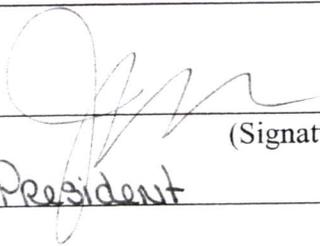
**SECTION 000303  
CONFLICT OF INTEREST DISCLOSURE FORM**

Please mark which of the following applies to Bidder's company:

  ✓   I hereby attest that no City of Callaway City Commissioners(s), employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

           The following are name(s) and position(s) of person(s) with Bidder's company.

NAME(S)	POSITION(S)

  
\_\_\_\_\_  
(Signature)

Title/Date:   Vice President     10/30/14  

Business Name:   Royal American Const. Group  

END OF SECTION

**SECTION 000304**  
**STATEMENT UNDER SECTION 287.087**  
**FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH**  
**DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if the tied Bidders do not have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Item No. 1 above.
- D. In the statement specified in Item No. 1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

END OF SECTION

**SECTION 00040  
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned  
WADDELL PLANTATION, INC. DBA ROYAL AMERICAN CONSTRUCTION GROUP,  
as Principal, and LEXON INSURANCE  
as Surety, are hereby held and firmly bound unto the City of Callaway  
as the OWNER in the penal sum of FIVE PERCENT OF THE AMOUNT BID  
for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves,  
successors and assigns. Signed this 30TH day of OCTOBER 2014. The Condition of  
the above obligation is such that whereas the principal has submitted to the OWNER, a certain Bid,  
attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction  
of the:

**CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS**

NOW THEREFORE:

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- C. NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall execute and deliver to the OWNER the required Agreement and within 10 days after the date of a written Notice of Award in accordance with the terms of such Bid, and within said 10 days deliver to the OWNER the required Certificates(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor,

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

BID BOND 00040-1

materials, and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to the OWNER such Agreement or to give such bond or bonds, and deliver to the OWNER the required certificates of insurance, if the Principal shall pay to the OWNER the fixed penal sum of \$ 250.00 noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept said Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WADDELL PLANTATION, INC. DBA ROYAL  
AMERICAN CONSTRUCTION GROUP

\_\_\_\_\_  
Principal

LEXON INSURANCE

\_\_\_\_\_  
Surety

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

D. W. MATSON III, ATTORNEY-IN-FACT

**IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.**

END OF SECTION

POWER OF ATTORNEY

LX- 206330

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

D.W. Matson III, John W. Charlton

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY David E. Campbell, President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR, Notary Public- State of Tennessee, Davidson County, My Commission Expires 01-09-16

BY Amy J. Taylor, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30th Day of OCTOBER, 20 14



BY Andrew Smith, Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ORIGINAL

SECTION 00030  
BID

This proposal of Marshall Brothers Construction & Engineering, Inc.  
(hereinafter called "Bidder"), organized and existing under the laws of the State of  
Florida doing business as a corporation ("a corporation," "a  
partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called  
"OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby  
proposes to perform all Work for the construction of the City of Callaway – Lift Station CA-2  
Improvements in strict accordance with the Contract Documents, within the time set forth therein,  
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto  
certifies as to its own organization, that this Bid has been arrived at independently, without  
consultation, communication, or agreement as to any matter relating to this Bid with any other  
Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in  
the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days  
and to fully complete the project 30 days thereafter. Liquidated damages for failure to fully  
complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. 1, October 16th, 2014.

Addendum No. 2, October 23rd, 2014.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2014.

BID SCHEDULE

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents  
must be included in the Total Base Bid above.

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

BID 00030-1

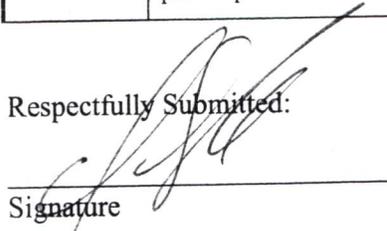
Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Pay Item Number	Description	Total
1.	Mobilization (≤ 6% of Base Bid)	\$12,100. <sup>00</sup>
2.	Bonds and Insurance (≤5% of Base Bid)	\$10,100. <sup>00</sup>
3.	Lift Station CA-2 Improvements	\$180,291. <sup>63</sup>
Total Lump Sum Bid		

Total Lump Sum Bid = \$202,491.<sup>63</sup>

Pay Item Number	Description	Total
1.	Provide driveway improvements, trench drain with mitered ends, rip-rap, sub-grade stabilization, sod, and asphalt paving per the plans.	\$15,200. <sup>00</sup>

Respectfully Submitted:

  
 \_\_\_\_\_  
 Signature

Owner - President  
 \_\_\_\_\_  
 Title

October 30th, 2014  
 \_\_\_\_\_  
 Date

Marshall Brothers Construction & Engineering, Inc.  
 \_\_\_\_\_  
 Company Name

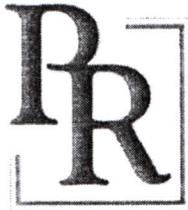
1717 Tennessee Ave, Lynn Haven, FL 32444  
 \_\_\_\_\_  
 Address

850-265-8742  
 \_\_\_\_\_  
 Phone Number

SEAL:

(If Bid by Corporation)

END OF SECTION



203 Aberdeen Parkway  
Panama City, Florida 32405  
(850) 522-0644  
FAX (850) 522-1011

## RECEIPT OF ADDENDUM

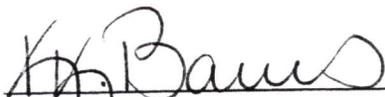
RE: CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS

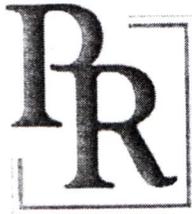
PRI PROJECT NO.: 220.027

### Addendum No. 1

I Kricket K Barnes with Marshall Brothers Construction & Engineering, Inc.  
(Print Name) (Company Name)

received **Addendum Number 1** on October 16th, 2014  
(Date)

  
(Signature)



## ADDENDUM NO. 1

DATE: October 16, 2014

FROM: Mr. Jonathan Sklarski, P.E., Senior Project Manager  
Preble-Rish, Inc.  
203 Aberdeen Parkway  
Panama City, Florida 32405  
850.522.0644 (Phone) 850.522.1011 (Fax)

TO ALL PLAN  
HOLDERS:

Company	E-mail
MARSHALL BROTHERS INDUSTRIAL, INC.	<a href="mailto:cricket-mbi@knology.net">cricket-mbi@knology.net</a>
ROYAL AMERICAN CONSTRUCTION	<a href="mailto:allan.parauka@royalamerican.com">allan.parauka@royalamerican.com</a>
REED CONSTRUCTION DATA	<a href="mailto:evelyn.hurse@reedbusiness.com">evelyn.hurse@reedbusiness.com</a>
iSqFt	<a href="mailto:acaniglia@isqft.com">acaniglia@isqft.com</a>
GULF COAST UTILITY CONTRACTORS	<a href="mailto:paul.kelley@gcuc.net">paul.kelley@gcuc.net</a>
I-C CONTRACTORS, INC.	<a href="mailto:tommy.holmes@knology.net">tommy.holmes@knology.net</a>
MCGRAW HILL CONSTRUCTION	<a href="mailto:lex.ann.thomas@mhfi.com">lex.ann.thomas@mhfi.com</a>

COPY TO: Mr. Michael Fuller, City Manager, City of Callaway (via [mfuller@cityofcallaway.com](mailto:mfuller@cityofcallaway.com))  
Mr. Larry Johnson, Public Works, City of Callaway (via [ljohnson@cityofcallaway.com](mailto:ljohnson@cityofcallaway.com))  
Mr. Eric Pitts, Sr. Engineering Tech/Firm Partner, PRI (via [pittse@preble-rish.com](mailto:pittse@preble-rish.com))

PROJECT NAME: City of Callaway – Lift Station CA-2 Improvements

PROJECT NO.: 220.027

Please note the following changes and/or clarifications regarding the above-referenced project:

### GENERAL: SPECIFICATIONS

- ❖ Please replace Section 00020, Information for Bidders with the attached revised Section 00020 that includes updated information to require a Bid Bond to accompany the Bid.
- ❖ Please add the attached Section 00040, Bid Bond.
- ❖ Please replace Section 00050, Agreement with the attached revised Section 00050 that will include the Bid Bond as part of the Contract Documents.
- ❖ Only Flygt and Wilo/Emu Pumps are approved for this project.
- ❖ Only Polytriplex and Spectra Shield are approved for this project.



203 Aberdeen Parkway  
Panama City, Florida 32405  
(850) 522-0644  
FAX (850) 522-1011

## RECEIPT OF ADDENDUM

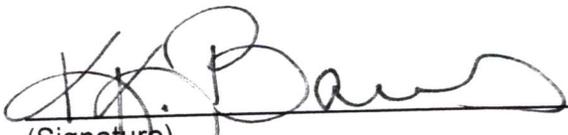
RE: CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS

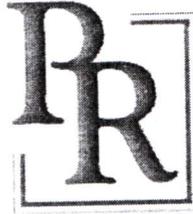
PRI PROJECT NO.: 220.027

### Addendum No. 2

I Kricket K. Barnes with Marshall Brothers Construction & Engineering, Inc.  
(Print Name) (Company Name)

received **Addendum Number 2** on October 23rd, 2014  
(Date)

  
(Signature)



## ADDENDUM NO. 2

DATE: October 23, 2014

FROM: Mr. Jonathan Sklarski, P.E., Senior Project Manager  
Preble-Rish, Inc.  
203 Aberdeen Parkway  
Panama City, Florida 32405  
850.522.0644 (Phone) 850.522.1011 (Fax)

TO ALL PLAN  
HOLDERS:

Company	E-mail
MARSHALL BROTHERS INDUSTRIAL, INC.	<a href="mailto:krieket-mbi@knology.net">krieket-mbi@knology.net</a>
ROYAL AMERICAN CONSTRUCTION	<a href="mailto:allan.parauka@royalamerican.com">allan.parauka@royalamerican.com</a>
REED CONSTRUCTION DATA	<a href="mailto:evelyn.hurse@reedbusiness.com">evelyn.hurse@reedbusiness.com</a>
iSqFt	<a href="mailto:acaniqlia@isqft.com">acaniqlia@isqft.com</a>
GULF COAST UTILITY CONTRACTORS	<a href="mailto:michelle.broadway@gcuc.net">michelle.broadway@gcuc.net</a>
I-C CONTRACTORS, INC.	<a href="mailto:tommy.holmes@knology.net">tommy.holmes@knology.net</a>
MCGRAW HILL CONSTRUCTION	<a href="mailto:lex.ann.thomas@mhfi.com">lex.ann.thomas@mhfi.com</a>
GILBERT PUMP AND MECHANICAL	<a href="mailto:abates@gilbertpump.net">abates@gilbertpump.net</a>
GAC CONTRACTORS	<a href="mailto:jpollman@gaccontractors.com">jpollman@gaccontractors.com</a>

COPY TO: Mr. Michael Fuller, City Manager, City of Callaway (via [mfuller@cityofcallaway.com](mailto:mfuller@cityofcallaway.com))  
Mr. Larry Johnson, Public Works, City of Callaway (via [ljohnson@cityofcallaway.com](mailto:ljohnson@cityofcallaway.com))  
Mr. Eric Pitts, Sr. Engineering Tech/Firm Partner, PRI (via [pittse@preble-rish.com](mailto:pittse@preble-rish.com))

PROJECT NAME: City of Callaway – Lift Station CA-2 Improvements

PROJECT NO.: 220.027

Please note the following changes and/or clarifications regarding the above-referenced project:

**GENERAL:**

- ❖ Grundfos SE1/SL1 pumps are approved for this project, Product No.: 98248113.

**SECTION 00040  
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

Marshall Brothers Construction & Engineering, Inc.,

as Principal, and Westfield Insurance Company

as Surety, are hereby held and firmly bound unto the City of Callaway,

as the OWNER in the penal sum of FIVE Percent of amount bid

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 30th day of October 2014. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of the:

**CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS**

NOW THEREFORE:

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- C. NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall execute and deliver to the OWNER the required Agreement and within 10 days after the date of a written Notice of Award in accordance with the terms of such Bid, and within said 10 days deliver to the OWNER the required Certificate(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor,

LIFT STATION CA-2 IMPROVEMENTS  
PROJECT NO. 220.027

BID BOND 00040-1

materials, and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to the OWNER such Agreement or to give such bond or bonds, and deliver to the OWNER the required certificates of insurance, if the Principal shall pay to the OWNER the fixed penal sum of \$ 250.00 noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept said Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Marshall Brothers Construction & Engineering, Inc.

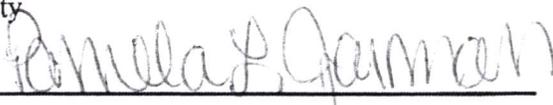
Principal

BY: 

John M. Marshall, President

Westfield Insurance Company

Surety

By: 

Pamela L. Jarman, Attorney-in-Fact & FL Licensed Resident Agent

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

**SECTION 00040  
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

Marshall Brothers Construction & Engineering, Inc.,

as Principal, and Westfield Insurance Company,

as Surety, are hereby held and firmly bound unto the City of Callaway,

as the OWNER in the penal sum of FIVE Percent of amount bid

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 30th day of October 2014. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of the:

**CITY OF CALLAWAY – LIFT STATION CA-2 IMPROVEMENTS**

NOW THEREFORE:

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- C. NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall execute and deliver to the OWNER the required Agreement and within 10 days after the date of a written Notice of Award in accordance with the terms of such Bid, and within said 10 days deliver to the OWNER the required Certificate(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor,

materials, and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to the OWNER such Agreement or to give such bond or bonds, and deliver to the OWNER the required certificates of insurance, if the Principal shall pay to the OWNER the fixed penal sum of \$ 250.00 noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept said Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Marshall Brothers Construction & Engineering, Inc.

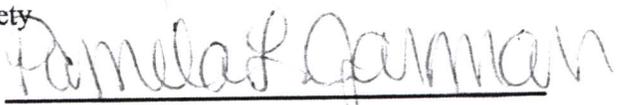
Principal

BY: 

John M. Marshall, President

Westfield Insurance Company

Surety

By: 

Pamela L. Jarman, Attorney-in-Fact & FL Licensed Resident Agent

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/26/05, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0993902 07

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**DALE WALDORFF, PAMELA L. JARMAN, WAYNE WALKER, JOINTLY OR SEVERALLY**

of FORT WALTON BEACH and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 26th day of OCTOBER A.D., 2005 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 26th day of OCTOBER A.D., 2005 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of October A.D., 2014



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**Marshall Brothers Construction & Engineering, Inc.**, 1717 Tennessee Avenue, Lynn Haven, FL 32444  
as Principal, hereinafter called the Principal, and

**Westfield Insurance Company, PO Box 5001, Westfield Center, OH 44251**  
a corporation duly organized under the laws of the State of Ohio as Surety, hereinafter called the Surety, are held and firmly bound unto

**City of Callaway, 6601 East Highway 22, Callaway, FL 32404**  
as Oblige, hereinafter called the Oblige, in the sum of FIVE Percent of the amount bid

Dollars (\$ \_\_\_\_\_ )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

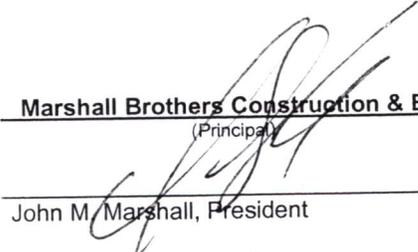
WHEREAS, the Principal has submitted a bid for  
**Lift Station CA-2 Improvements**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

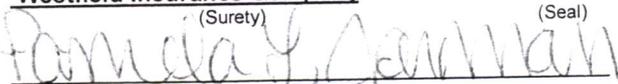
Signed and sealed this 30th day of October, 2014.

  
\_\_\_\_\_  
(Witness)

**Marshall Brothers Construction & Engineering, Inc.**  
(Principal) (Seal)

  
\_\_\_\_\_  
John M. Marshall, President

**Westfield Insurance Company**  
(Surety) (Seal)

  
\_\_\_\_\_  
Pamela L. Jarman, Attorney-in-Fact  
& Florida Licensed Resident Agent

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**Marshall Brothers Construction & Engineering, Inc., 1717 Tennessee Avenue, Lynn Haven, FL 32444**  
as Principal, hereinafter called the Principal, and

**Westfield Insurance Company, PO Box 5001, Westfield Center, OH 44251**  
a corporation duly organized under the laws of the State of Ohio as Surety, hereinafter called the Surety, are held and firmly bound unto

**City of Callaway, 6601 East Highway 22, Callaway, FL 32404**  
as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the amount bid

Dollars (\$ \_\_\_\_\_ )

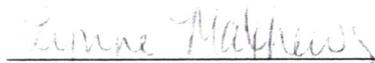
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

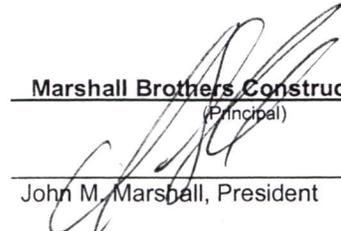
WHEREAS, the Principal has submitted a bid for  
**Lift Station CA-2 Improvements**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of October, 2014.

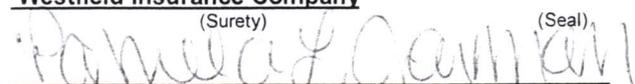
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

  
**Marshall Brothers Construction & Engineering, Inc.**  
(Principal) (Seal)

John M. Marshall, President

**Westfield Insurance Company**  
(Surety) (Seal)

  
\_\_\_\_\_  
Pamela L. Jarman, Attorney-in-Fact  
& Florida Licensed Resident Agent

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DALE WALDORFF, PAMELA L. JARMAN, WAYNE WALKER, JOINTLY OR SEVERALLY

of FORT WALTON BEACH and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 26th day of OCTOBER A.D., 2005.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 26th day of OCTOBER A.D., 2005, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of October A.D., 2014



Frank A. Carrino, Secretary

**SECTION 00262**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC-ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

- A. This sworn statement is submitted to City of Callaway  
by Marshall Brothers Construction & Engineering, Inc.  
For City of Callaway - Lift Station CA-2 Improvements # 220.027  
Whose business address is City Hall, 6601 East Highway 22, Callaway, Florida 32404  
\_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3428518  
(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement): \_\_\_\_\_

- B. I understand that a "public entity crime" as defined in Section 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 an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an 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.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
1. A predecessor or successor of a person or a corporation 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 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 person, or a pooling agreement 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 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.
- E. 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 in to a binding Contract and which Bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

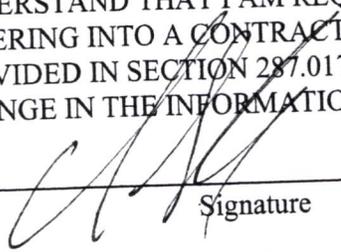
**[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any of its 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 its officers, directors, executives, partners, share holders, 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.

The entity submitting this sworn statement, or one or more of its 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. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

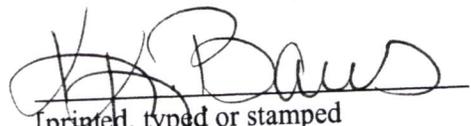
  
\_\_\_\_\_  
Signature

Sworn to and subscribed before me this 30th day of October, 2014.

Personally known X  
OR Produced identification \_\_\_\_\_  
\_\_\_\_\_

Notary Public- State of Florida  
My commission expires May 1st, 2018



  
[printed, typed or stamped  
commissioned name of notary  
public]

END OF SECTION

**SECTION 000302**  
**ANTI-COLLUSION STATEMENT**

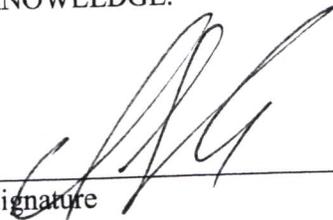
I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

  
 \_\_\_\_\_  
 Signature  
 Owner - President  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 October 30th, 2014  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Marshall Brothers Construction & Engineering, Inc.  
 Company Name  
 \_\_\_\_\_  
 1717 Tennessee Ave, Lynn Haven, FL 32444  
 Address  
 \_\_\_\_\_  
 850-265-8742  
 Phone Number

END OF SECTION

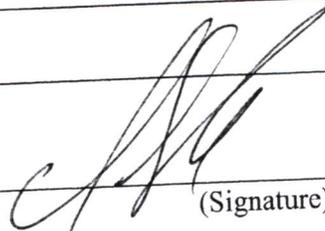
**SECTION 000303  
CONFLICT OF INTEREST DISCLOSURE FORM**

Please mark which of the following applies to Bidder's company:

  X   I hereby attest that no City of Callaway City Commissioners(s), employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

           The following are name(s) and position(s) of person(s) with Bidder's company.

NAME(S)	POSITION(S)

  
\_\_\_\_\_  
(Signature)

Title/Date: John M. Marshall    Owner - President    October 30th, 2014

Business Name: Marshall Brothers Construction & Engineering, Inc.

END OF SECTION

**SECTION 000304**  
**STATEMENT UNDER SECTION 287.087**  
**FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH**  
**DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if the tied Bidders do not have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Item No. 1 above.
- D. In the statement specified in Item No. 1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

END OF SECTION



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

August 19, 2014

Marshall Brothers Construction & Engineering, Inc.  
1717 TENNESSEE AVE  
LYNN HAVEN FL 32444

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2015. However, the new application is due 4/30/2015.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:  
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, LANDSCAPING, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

WATER & WASTEWATER TREATMENT, SHEET PILING, UNDEGROUND UTILITIES, AND EXISTING PILE REMOVAL.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager  
Contracts Administration Office

JM:cj



## Drug-Free Workplace Policy:

It is the policy of Marshall Brothers Industrial, Inc. to ensure that its workplace is free of illegal drugs and controlled substances by prohibiting the use, possession, purchase, distribution, sale, or presence in the body system, without medical authorization, of illegal or controlled substances.

A. This is applicable while employees are engaged in any work-related activity which includes performance of Marshall Brothers Industrial, Inc. business during regularly scheduled work days.

B. The unlawful possession, use, manufacture, distribution, or dispensation of alcohol and/or a controlled substance; the reporting to work under the influence of a controlled substance or alcohol; the presence of a non-medically prescribed controlled substance or alcohol in the body system; or possession of drug paraphernalia are all prohibited in the workplace.

C. Possession and/or distribution of a controlled substance will be dealt with promptly in accordance with legal and administrative disciplinary procedures.

1. Employees who are in violation of the provisions of the Drug-Free Workplace Act shall be in subject to disciplinary action up to and including termination and may be required to participate in a drug rehabilitation or assistance program.
2. State agencies who are contractors or grantees of federal contracts or grants amounting to at least \$25,000.00 are subject to suspension of payments and termination of the contract or grant for violations of any of the requirements of a drug-free workplace if they make a false initial certification, or if the number of drug-related convictions of employees indicates that the employer hasn't made a good faith effort to maintain a drug-free workplace.

D. The policy's primary goal is to ensure that illegal drug use is eliminated and that Marshall Brothers Industrial, Inc.'s workplace is safe, healthful, productive, and secure for its employees and citizens.

1. Marshall Brothers Industrial, Inc. will notify federal contraction agencies within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
2. Marshall Brothers Industrial, Inc. will impose sanctions as indicated above within 30 days of receiving notice of a criminal drug statute conviction in the workplace.

E. As a condition of employment with Marshall Brothers Industrial, Inc. employees shall:

1. Abide by the terms of this policy;
2. Notify their supervisor or foreman of any criminal drug statute conviction for a violation occurring in the workplace, no later than 5 days after such conviction; and
3. Sign the "Employee Drug Awareness Certification Form".

F. Employees are encouraged to utilize the Employee Assistance Program which is available for assistance/information related to alcohol and controlled substances.

# *State of Florida*

## *Department of State*

I certify from the records of this office that MARSHALL BROTHERS INDUSTRIAL, INC. is a corporation organized under the laws of the State of Florida, filed on January 6, 1997.

The document number of this corporation is P97000002830.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on April 9, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifteenth day of August, 2013*



*Ken DeFoner*  
**Secretary of State**

Authentication ID: CU3977505348

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**2013 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P97000002830

**Entity Name:** MARSHALL BROTHERS INDUSTRIAL, INC.

**Current Principal Place of Business:**

1717 TENNESSEE AVENUE  
LYNN HAVEN, FL 32444

**Current Mailing Address:**

1717 TENNESSEE AVENUE  
LYNN HAVEN, FL 32444

**FEI Number:** 59-3428518

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

MARSHALL, JOHN M  
2402 COUNTRY CLUB DRIVE  
LYNN HAVEN, FL 32444 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Officer/Director Detail Detail :**

**Title** PRES  
**Name** MARSHALL, JOHN M  
**Address** 2402 COUNTRY CLUB DRIVE  
**City-State-Zip:** LYNN HAVEN FL 32444

**Title** VICE  
**Name** MARSHALL, AMY F  
**Address** 2402 COUNTRY CLUB DRIVE  
**City-State-Zip:** LYNN HAVEN FL 32444

**Title** SEC  
**Name** HAHN, MICHELE L  
**Address** 412 GEORGIA AVENUE  
**City-State-Zip:** LYNN HAVEN FL 32444

**Title** TREA  
**Name** MARSHALL, JOHN M  
**Address** 2402 COUNTRY CLUB DRIVE  
**City-State-Zip:** LYNN HAVEN FL 32444

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MICHELE L. HAHN

SECRETARY

04/09/2013

Electronic Signature of Signing Officer/Director Detail

Date

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER  
CGC061335

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

MARSHALL, JOHN MATTHEW  
MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC.  
1717 TENNESSEE AVE  
LYNN HAVEN FL 32444

ISSUED: 08/26/2014      DISPLAY AS REQUIRED BY LAW      SEQ # L1408260003724

KEN LAWSON, SECRETARY

RICK SCOTT, GOVERNOR

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER  
CUC057306

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

MARSHALL, JOHN MATTHEW  
MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC.  
1717 TENNESSEE AVE  
LYNN HAVEN FL 32444

ISSUED: 08/26/2014      DISPLAY AS REQUIRED BY LAW      SEQ # L1408260003728



Hereafter referred to as 'the Company' or 'this Company' has adopted this policy and plan  
Date: February 13, 2014 By: John M. Marshall, President

## **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

### **EEO/AA POLICY AND PLAN**

#### **EEO/AA POLICY STATEMENT**

It is the policy of this Company to comply and cooperate to the fullest extent with all applicable regulations of the Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, the Rehabilitation Act of 1973 (29 U.S.C. 793), the Americans with Disabilities Act (ADA) of June 26, 1990 and the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains, as far as the responsibility of this Company is concerned, to any arrangement under which employees, including trainees, are selected for work.

It is the policy of this company not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, and national origin, disabilities or Vietnam Era and Special Disabled Veteran status.

This Company will take affirmative action to assure an equal employment opportunity to all qualified persons, and that employees are treated equally during employment without regard to their race, religion, color, age, sex, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status. Such action shall include but not be limited to:

1. Employment, upgrading, demotion, or transfer.
2. Recruitment and recruitment advertising.
3. Layoff or termination.
4. Rate of pay or other forms of compensation.
5. Selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

#### **EEO OFFICER DUTIES**

It is the policy of this Company to continuously maintain the appointment of an Equal Opportunity Officer (EEO Officer). The name and contact information for the EEO Officer will be communicated along with this policy. The EEO Officer has responsibility for effectively administering and promoting an active program of equal employment opportunity. The EEO Officer will coordinate the EEO efforts of superintendents, supervisors, foremen and others in the position of hiring personnel.

This Company's EEO Officer has the responsibility for effectively administering and promoting an active program of equal employment opportunity within the Company. The EEO Officer will make recommendations, where appropriate, to correct any deficiencies found in the Company's program. The EEO Officer will ensure that this policy and plan are being carried out.

**EEO/AA PLAN**

It is the policy of this Company that there not be any discrimination by virtue of race, religion, color, age, sex, national origin, disabilities or Vietnam Era and Special Veterans status, in the functions of hiring, placement, up-grading, transfer or demotion. In addition, there shall not be any discriminatory practices in recruitment, advertising, or solicitation for employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination, or treatment during employment. The Company has affirmative action obligations in the hiring of minorities, females, disabled and veteran's applicants.

We will not use goals, timetables or affirmative action standards to discriminate against any person because of their race, religion, color, age, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status.

This Company shall take special affirmative actions to ensure equal opportunity. Our compliance with this policy and plan shall be based upon our efforts to achieve maximum results from our actions and we shall document our efforts fully. This Company will implement specific affirmative action steps, at least as extensive as the following actions to ensure equal employment opportunity:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all times and in all facilities at which our employees are assigned to work. We shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out our obligations to maintain such a working environment.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when we have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone number of each minority and females off-the-street applicant or female referral from a union and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. When applicable if such individual was sent to the Union hiring hall for referral and was not referred back to the Company by the Union or, if referred, not employed by the Company, this shall be documented in the file with the reason therefore, along with whatever additional actions the Company may have taken.
4. When applicable provide immediate written notification to the Director when the union or unions with which we have a collective bargaining agreement have not referred to us a minority person or woman sent by us, or when we have other information that the union referral has impeded our efforts to meet our obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Company's employment needs, especially those programs funded or approved by the Department of Labor. We shall provide notice of these programs to the sources complied under "2" above.
6. Disseminate the company EEO policy notice by providing notice to the unions and training programs and requesting their cooperation in assisting us in meeting our EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all

management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the Company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
8. Disseminate the Company EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the company EEO policy with other contractors and subcontractors with whom the company does or anticipates doing business.
9. Direct our recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to female recruitment and training organizations serving our recruitment area and our employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, we shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. We will encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of our workforce.
11. Validate all test and other selection requirements where there is an obligation to do so under 41 CFP Part 60-3.
12. Conduct at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to prepare for, through appropriate training, etc. such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and our obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contracts and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the company EEO policies and affirmative action obligations.

**RECORDS**

This company will keep records to monitor all employment related activity to ensure that the company's EEO policy is being carried out. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates and changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

**REPORTING OF COMPLAINTS**

If at any time anyone feels he or she has been discriminated against because of sex, race, religion, color, age, national origin, disabilities or Vietnam Era and Social Disabled Veteran status, they should report this matter to the company EEO Officer whose name and contact information is communicated along with this policy.

The EEO Officer will investigate all complaints of alleged discrimination made to the company in connection with its contractual obligations. The EEO Officer will attempt to resolve such complaints, corrective actions to be taken and will then follow up on actions taken and their effect. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the EEO Officer will inform every complainant of all of his or her avenues of appeal. The addresses shown below are such avenues for appeals.

**City of Callaway Board of Commissioners  
Agenda Item Summary**

November 12, 2014

Discussion of Ordinance 600 – Gulf Power Franchise Fee

<p><b>1. PLACED ON AGENDA BY:</b> Melba Covey, Commissioner, Ward 1</p>	<p><b>2. AGENDA:</b></p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
---	--

**3. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** Yes  No   
N/A

**4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)**

Commissioner Covey would like for the Commission to discuss this franchise fee agreement which is expiring December, 2014.

ATTACHMENT:

- Copy of Ordinance 600 – Franchise Fee – Gulf Power Company

**5. REQUESTED MOTION/ACTION:**  
Commission to discuss Ordinance #600.

ORDINANCE NO. 600

AN ORDINANCE OF THE CITY OF CALLAWAY RELATING TO ELECTRIC UTILITY FRANCHISE; PROVIDING DEFINITIONS; PROVIDING FOR THE GRANTING OF FRANCHISE; PROVIDING FOR RIGHT TO OPERATE; PROVIDING FOR LIMITS ON FRANCHISE; PROVIDING FOR TERM OF FRANCHISE; PROVIDING FOR CONSIDERATION; PROVIDING FOR TRANSFERABILITY; PROVIDING FOR FORFEITURE OF FRANCHISE; PROVIDING FOR TERMINATION OF GRANT BY INSOLVENCY OR BANKRUPTCY; PROVIDING HOLD HARMLESS AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REVIEW AND REVISION OF FRANCHISE PROVISIONS; PROVIDING FOR OTHER FRANCHISES; PROVIDING FOR SUCCESSORS AND ASSIGNS; PROVIDING FOR RATES, RULES AND REGULATIONS; PROVIDING FOR PROPER OPERATION; PROVIDING FOR INTERRUPTION OF SERVICE; PROVIDING FOR REPEALING CLAUSE; PROVIDING FOR SURRENDER OF RIGHTS; PROVIDING FOR WRITTEN ACCEPTANCE BY GRANTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Callaway finds it in the public interest to ensure that all areas within its limits are adequately provided with high-quality and reliable electric service; and

WHEREAS, the City of Callaway finds it in the public interest to provide that any entity granted authority to use the public rights-of-way for the provision of electricity shall, in a spirit of mutual trust, from time to time, review and negotiate the rights and obligations of the provider of electricity within the boundaries of the City, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and

WHEREAS, the City of Callaway finds it in the public interest to retain control over the use of public rights-of-way by providers of electricity to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space and to protect the public investment of right-of-way property; and

WHEREAS, the City of Callaway finds that the granting of this franchise is the best means of assuring that the above-described interests of the City are promoted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF CALLAWAY, FLORIDA, THAT:

SECTION 1. Definitions. For the purpose of this ordinance, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning.

- A. "Agreed" shall mean an expressed contractual covenant.
- B. "Corporate limits" shall mean the corporate limits of the Grantor as said limits are now established or as such limits may hereafter be extended.
- C. "Customer" or "Consumer" shall mean any person, firm, partnership, association, corporation, company or organization of any kind served by the Grantee within the franchise area.
- D. "Electric Utility Service" shall include all sales of electricity, net of customer credits, to all classes of customers within the corporate limits; all administrative charges associated with the sale of electricity to all customer classes located within the corporate limits which shall include, but not be limited to: connection charges, reconnection charges, insufficient funds charges, restoration charges, temporary service fees; ancillary or unbundled electric services provided to all customer classes within the corporate limits when sold separately from kWh which shall include, but not be limited to: reactive supply and voltage control, scheduling, system control and dispatch, regulation and frequency response, energy imbalance, operating reserves, supplemental reserves, and spinning reserves; and transmission and distribution when sold separately from kWh to any person located within the corporate limits.
- E. "Electric Utility System" is an electric power system installed and operated in the franchise area in compliance with applicable Federal Energy Regulatory Commission (FERC) and Florida Public Service Commission (FPSC) rules and regulations, which shall include, but not be limited to, the generation, transmission and distribution facilities, equipment and administrative services necessary to provide electric service for any use to the franchise area and such extensions, additions or reductions as may hereafter be made.
- F. "Franchise area" shall mean that area for which the Grantee provides electric utility service within the corporate limits.
- G. "Grantee" shall mean Gulf Power Company, its successors and assigns.
- H. "Grantee's revenue" shall mean all sums of money which the Grantee receives or becomes lawfully entitled to receive from the provision of electric utility service within the franchise area.
- I. "Grantor" shall mean the City of Callaway, Florida, its successors and assigns.

J. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

K. "Public places" shall mean any place to or upon which the public resorts or travels, whether such place is owned or controlled by the Grantor or any agency of the state or is a place to or upon which the public resorts or travels by custom or by invitation, express or implied.

L. "Retail Wheeling" is the use of Grantee's transmission, distribution and associated facilities to deliver electricity purchased by end use customers located within the Grantor's franchise area from electric suppliers other than the Grantee.

M. "Right-of-way" shall mean streets, alleys, and public places, as defined herein.

N. "Street" shall mean the entire width subject to an easement for public right-of-way, or owned in fee by the Grantor, county or state, or every way or place, of whatever nature, whenever any part thereof is open to the use of the public as a matter of right for purposes of public travel. The word "alley" means any such way or place providing a secondary means of ingress and egress from a property.

## SECTION 2. Grant of Franchise.

A. In consideration of the benefits that will accrue to the Grantor and the inhabitants thereof, Grantee, a corporation organized under the laws of the State of Maine, and authorized to do business in the State of Florida, its successors and assigns, is hereby granted the right, easement and privilege to construct, erect, own, suspend, install, extend, renew, repair, maintain, operate and conduct within the corporate limits, a plant or plants and poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and all other facilities and equipment necessary for the maintenance and operation of its Electric Utility System, provided that all portions of the Electric Utility System within the corporate limits shall conform to the provisions of the National Electrical Safety Code and other applicable federal and state statutes, rules and regulations.

B. This grant of authority is limited to the provisions by Grantee of Electric Utility Services. In the event Grantee desires to use its existing facilities, or construct new facilities, in order to provide basic local telecommunications service, nonbasic telecommunications service, local interconnection, network access service, internet access service, leased fiber optic capacity, video programming service or any services utilizing Rights-of-way, other than Electric Utility Services, to existing or potential customers, Grantee must obtain additional and separate permission from the Grantor for such activities prior to their commencement.

C. The easements herein granted apply in, over, under, along, upon and across all streets, bridges and public places as they now exist or as they may hereafter be laid out, reduced or extended with the corporate limits.

D. Grantor retains the right to purchase or generate electric power for its own purposes.

E. The Electric Utility System shall be located or relocated, erected or operated, so as to interfere as little as possible with vehicular or pedestrian traffic over, along and across said public streets, bridges and public places, and with reasonable egress and ingress to abutting and adjoining property.

F. Grantee shall have the authority to trim trees upon and overhanging streets (including sidewalks and driveways), alleys and public places of the Grantor so as to prevent the branches of the trees from coming into contact with the wires and cables of the Grantee, provided that all trimming is done in compliance with the National Electric Safety Code and at the expense of the Grantee.

G. The right to use and occupy rights-of-way for the purposes set forth herein shall be non-exclusive, and the Grantor reserves the right to grant a similar use of said rights-of-way to any person at any time during the term of this franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy those same rights-of-way.

H. In exchange for this grant of franchise, Grantee hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

**SECTION 3. Limits of Franchise.** This franchise covers the geographical area of the entire corporate limits of the City of Callaway, Florida. Grantee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area. Grantee hereby agrees to provide service to any and all areas that may be annexed to the Grantor under the same terms and conditions of this ordinance as the current areas now covered by this franchise. If Grantor approves any franchise area expansion or reduction by annexation or contraction, Grantor will provide written notice to the Grantee. Grantee must revise its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice by Grantor, but no later than sixty (60) days after receipt of notice.

**SECTION 4. Term of Franchise - Right to Purchase.**

A. The franchise granted by this Ordinance shall exist, and continue in full force and effect for a period of fifteen (15) years, and as a condition precedent to the taking effect of this grant, Grantor does hereby reserve and the Grantee gives and grants to the said Grantor the right, after the expiration of the term of this franchise, to purchase the electric plant and other property within the limits of this franchise necessarily used under or in connection with the franchise hereby granted, or such part of such property as the Grantor may desire to purchase at a value to be fixed in accordance with the provisions of Section 180.16, Florida Statutes, as amended from time to time.

B. In the event that either appropriate state and federal governmental entities authorize or require, or Grantee on its own initiative engages in: (1) Retail Wheeling or customer choice of electric supplier; or (2) the unbundling and separate pricing of the generation, transmission or distribution of Electric Utility Service(s), then either party may reopen all provisions of this ordinance upon thirty (30) days written notice to the other. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court of Bay County, Florida, for declaratory relief as to the proper terms and conditions of this franchise for the full remainder of the franchise term in light of the changed circumstances.

C. Each party shall bear its own costs in a proceeding described in Paragraph B of this section. During the pendency of any negotiations pursuant to the reopener, or any declaratory action, the current franchise payment as set forth in Section 5 shall continue to apply. Should different terms and conditions be negotiated or imposed as a result of court decision, these new terms and conditions shall apply retroactively to the first full month following the date this ordinance is reopened and the parties shall balance their accounts accordingly.

D. Under any event, Grantor shall not grant more favorable treatment to other suppliers of electricity than is granted to Grantee under this Ordinance, it being the intent of the parties that no future provider of Electric Utility Service to end users located within the corporate limits of the Grantor be given a competitive advantage over the Grantee.

#### SECTION 5. Franchise Consideration.

A. As a further consideration for the granting of the rights, privileges and franchises hereby granted, the use of the public right-of-way and to defray the cost of administering the provisions of this franchise, the Grantee, its successors and assigns, shall pay to the City of Callaway within thirty (30) days after the first day of each month, a franchise fee of six percent (6%) of Grantee's gross revenue from the provision of Electric Utility Service collected during the preceding month. The monthly payment may be made by wire transfer. Any monthly payment or any portion thereof received twenty (20) days or more after the due date shall be subject to interest at the rate of ten percent (10%) per annum until all payments are paid in full.

B. The City shall receive a flat fee of Two Thousand Two Hundred Dollars (\$2,200.00) per annum as a proxy for administrative charges collected in the City's corporate limits.

SECTION 6. Transferability. The Grantee shall give 90 days written notice of any sale or transfer of any portion of its plant or system to another, or transfer of any rights under this franchise to another. No such sale or transfer shall be effective until the vendee, assignee or lessee has filed with the Grantor an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the franchise, and agreeing to perform all the conditions thereof.

**SECTION 7. Forfeiture of this Franchise.** Failure by the Grantee to comply, in any substantial respect with any of the provisions, terms or requirements of this franchise shall result in a forfeiture. Notice of breach of the franchise shall be given to the Grantee in writing within thirty (30) days from the discovery of the breach, and Grantee shall be given thirty (30) days from the date of the notice to cure the breach or to make substantial progress acceptable to the Grantor toward cure. If the breach is not cured in accord with the provisions above, forfeiture shall be effective upon a finding by a court of competent jurisdiction that Grantee has substantially breached any of the provisions, terms or requirements of this franchise. Both the Grantor and Grantee reserve the right of appeal of such court findings. During the pendency of any court proceeding this franchise shall remain in effect. The Grantee shall have one (1) month after the final determination of the question to make restitution or make good the default or failure or to make substantial progress acceptable to the Grantor before forfeiture shall result.

**SECTION 8. Termination of Grant by Insolvency or Bankruptcy of Grantee.** In the event of a final adjudication of bankruptcy of the Grantee under Title 11 of the United States Code, the Grantor shall have full power and authority to terminate, revoke and cancel any and all rights granted under the provisions of this franchise.

**SECTION 9. Indemnification, Liability and Insurance.**

A. The Grantee agrees by the acceptance of this franchise to indemnify, keep and save the Grantor, its council members, officers, boards, agents, and employees free and harmless, and defend, from and against all liability and expense, including reasonable attorney's fees, in connection with or on account of any and all claims whatsoever for injuries or damage to persons or property arising out of the construction, maintenance, repair and operation of its electricity supply system or the acts, commissions or omissions of Grantee, its servants, agents or employees, arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance or regulation applicable to Grantee in its business hereunder; claims made by the employees of the Grantee against the Grantor and Grantee, arising out of the negligence or other misconduct of the Grantee, or its agents; and arising out of or undertaken on behalf of Grantee's right to do business.

B. Grantee shall maintain throughout the term of this franchise sufficient financial resources to provide self insurance insuring the Grantor and Grantee with regard to all damages set forth in Paragraph A of this Section, in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person; \$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

C. It is acknowledged by Grantor that Grantee provides its own liability insurance, i.e., Grantee is self-insured. Grantee must submit on an annual basis documentation that clearly

demonstrates that it has accumulated sufficient financial resources in order to provide insurance coverage as indicated in Paragraph B of this Section.

D. Nothing contained herein shall be construed to waive Grantor's immunity from liability under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 10. Severability. Should any section or provision of this Ordinance, or any portion thereof, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid; provided, however, the Grantor may elect to declare that the entire agreement is invalidated if the portion declared invalid is, in the judgment of the Grantor, an essential part of this Ordinance.

SECTION 11. Review and Revision of Franchise Provisions. Except for the provisions of Sections 3 and 4, either party may from time to time request a review of any or all other provisions of this franchise, and the parties by mutual agreement may revise or add any provision.

SECTION 12. Other Franchises. Upon request of the Grantor, Grantee shall furnish Grantor a copy of all other municipal and county franchises that it has been granted from time to time during the term of this franchise.

SECTION 13. Successors and Assigns. Whenever in this Ordinance either the Grantor or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and insure to the benefit of such successor, successors or assigns of the Grantor or the Grantee.

SECTION 14. Rate, Rules, and Regulations.

A. The Grantee shall provide electric energy and power service within the limits of this franchise on reasonable terms and conditions at just, reasonable and nondiscriminatory rates to all who request said service during the term of this franchise and thereafter, as required by law or by duly constituted public regulatory body.

B. The Grantee shall file with the Grantor and keep current a complete set of rules and regulations and a complete set of tariffs and rate schedules under which electric utility service is provided under this franchise. Grantee shall furnish the Grantor a copy of its annual report to its stockholders as soon as it is produced.

SECTION 15. Proper Operation. Grantee's poles, towers, conduits, cables, conductors, transforming stations, generating stations, fittings, appliances and appurtenances shall be constructed in accordance with good engineering practices and so as not to unreasonably interfere with the proper use and appearance of the streets, bridges and public places in the franchise area and shall be maintained in reasonably good condition and repair.

**SECTION 16. Excavation, Maintenance and Restoration.**

A. Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, bridges or public places within the franchise area for the purpose of installing, maintaining, operating or repairing any poles, towers, conduits, cables or other appliances, the work shall be completed at Grantee's expense within a reasonable time and the Grantee shall, upon the completion of such work, restore such portion of the streets, bridges or other public places to as good or better condition as it was before the opening or alteration was so made and will promptly remove any debris. Should the Grantee fail to complete restoration after seven (7) days' notice provided in writing by the Grantor to Grantee, the Grantor may repair such portion of the street or other public place that may have been disturbed by the Grantee, and the cost shall be charged to the Grantee.

B. No provisions of this Ordinance shall be construed to prohibit Grantor from imposing permitting for excavation, maintenance and restoration projects by Grantee, and requiring adequate security therefore, to assure appropriate planning, construction, completion and restoration of such projects.

**SECTION 17. Interruption of Service.** In the event the supply of electric energy should be interrupted or fail by reason of any cause beyond the control of the Grantee, the Grantee shall, at its own expense, restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise nor shall the Grantee be liable for any loss or damages by reason of such interruption or failure. Failure to restore service within a reasonable time shall be a material breach of this franchise. Any substantial outage caused by the neglect or willful act of Grantee shall be a material breach of this franchise.

**SECTION 18. Applicable Regulations.** The franchise granted by this Ordinance is subject to the terms and conditions of all applicable provisions of the codes, law, rules and regulations of the Grantor, the State of Florida, and the United States Government.

**SECTION 19. Accounting; Audit; Inspection.**

A. Grantee shall keep an accurate set of books and records reflecting the gross revenue derived under and pursuant to the franchise rights herein granted for a period of five years. Said books and records shall reflect, in addition to information normally reflected pursuant to standard accounting and procedures, the name and service address of each customer, dates of commencement and termination of services, the service charge and any other charges thereto, the billings and billing dates and the receipt of revenues. Any special contracts entered into between the Grantee and any customer receiving electric utility services within the corporate limits shall also be provided in their entirety for the purposes of the audit.

B. Grantor may cause, upon reasonable notice, an audit to be made of the books and records of Grantee in order to determine whether or not the franchise fees paid are the same as those required thereby. The omission by the Grantor to exercise its rights to any audit at any

time shall not constitute a waiver of such right. In the event Grantor elects to exercise its right of audit. Grantor shall provide to Grantee written notice of such election at least forty-eight (48) hours in advance of the time of such audit. Grantor shall have the right to select auditors to make the audit and the audit shall be made at Grantor's expense. Grantee shall make available to the auditor such personnel and records as the Grantor may in its reasonable discretion request in order to complete such audit, and shall make no charge to the Grantor therefor. Such audits shall be conducted during regular business hours.

C. Grantor shall have the right to inspect the books, records, maps, plans and other like materials of Grantee related to its operations in the service area at any time during normal business hours.

D. Upon request by the Grantor, but no less than annually, the Grantee will prepare a statement of its estimate of Grantee's revenue by revenue account for the period covered by the statement signed by an authorized representative of the Grantee, in such reasonable form and detail as Grantor may from time to time prescribe, sufficient to show the source and method of calculation of Grantee's revenue. The acceptance of any statement or payment shall not estop the Grantor from asserting that the amount paid is not the amount due or from recovering any deficit by any lawful proceeding, including interest.

**SECTION 20. Repealing Clause.** All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed to the extent of such conflict.

**SECTION 21. Surrender of Rights.** As a further consideration for the granting of the rights, privileges and franchises granted hereby, Grantee surrenders all rights, privileges and franchises heretofore granted by the Grantor for any of the purposes stated in Section 2 of this Ordinance and now enjoyed by Grantee in the franchise area; provided, however, that such surrender shall not be effective unless and until this Ordinance shall be finally adopted and in effect and the rights, privileges and franchises granted hereby shall be validly in force and effect.

**SECTION 22. Attorneys' Fees and Expenses.** Except as otherwise provided herein, Grantor and Grantee hereby agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this franchise, the prevailing party shall be entitled to recover a reasonable amount of attorneys' fees and court costs, including fees and costs on appeal, from the non-prevailing party.

**SECTION 23. Governing Law and Venue.**

A. The rights and privileges granted to Grantee by this franchise shall be at all times subordinate and inferior to the rights of the public in and to the ordinary use of Grantor's rights-of-way and nothing in this franchise shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its rights-of-way.

B. This franchise shall be governed by the laws of the State of Florida and applicable federal laws.

C. In the event that any legal proceeding is brought to enforce the terms of this franchise, the same shall be brought in Bay County, Florida, or, if a federal claim, in the U.S. District Court in and for the Northern District of Florida.

SECTION 24. Notices. Except in exigent circumstances, all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the U.S. Mail, Certified Mail, return receipt requested or by facsimile. Any notice served by Certified Mail, return receipt requested, shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this Section shall mean Monday through Friday, Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

To Grantor:  
City Manager  
City of Callaway  
6601 East Highway 22  
Callaway, Florida 32404

To Grantee:  
General Counsel  
Gulf Power Company  
P.O. Box 1151  
Pensacola, Florida 32520-0300

Notice shall be given as required by the terms of this franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by Grantor or Grantee.

SECTION 25. Non-Waiver Provision. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms provisions of this franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

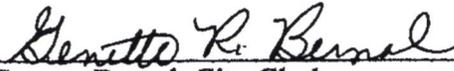
SECTION 26. Undergrounding. Upon request, the Grantee shall submit to Grantor estimates of the price differential, if any, between above ground and underground distribution lines currently installed, or projected to be installed, within the corporate limits. The party requesting undergrounding shall be responsible for payment of a reasonably calculated price differential, with the Grantee installing the underground distribution lines.

SECTION 27. Effective Date. This Ordinance shall be in force and effect upon its adoption by the Grantor's City Council; the term of this franchise shall commence on Dec. 31, \_\_\_\_\_, 1999, for a term of fifteen (15) years, provided the Grantee unconditionally accepts this Ordinance in writing filed with the City Clerk of the City of Callaway on or before the 1st day of December \_\_\_\_\_, 1999.

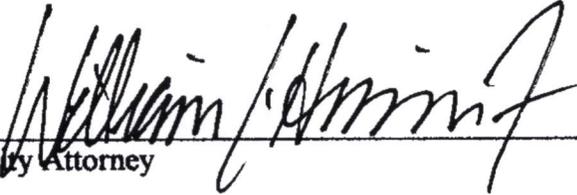
ADOPTED: October 26, 1999

By:   
Ray G. Boevink  
Mayor

ATTEST:

  
Genette Bernal, City Clerk

The form and legal sufficiency of the forgoing has been reviewed and approved by the City Attorney

  
City Attorney

GULF POWER COMPANY

(CORPORATE SEAL)

By:   
Its Vice President

ATTEST:

By:   
Its ASST. SECRETARY

ACCEPTANCE OF ELECTRIC FRANCHISE  
ORDINANCE NO. 600 BY  
GULF POWER COMPANY

CITY OF CALLAWAY  
CITY OF CALLAWAY, FLORIDA

November 29, 1999

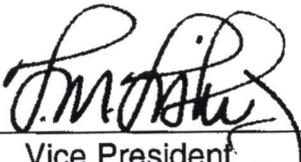
Gulf Power Company does hereby accept the electric franchise in the  
City of Callaway, Florida, granted by Ordinance No. 600, being:

An ordinance of the City of Callaway relating to Electric Utility Franchise; providing definitions; providing for the granting of franchise; providing for right to operate; providing for limits on franchise; providing for term of franchise; providing for consideration; providing for transferability; providing for forfeiture of franchise; providing for termination of grant by insolvency or bankruptcy; providing hold harmless agreement; providing for severability; providing for review and revision of franchise provisions; providing for other franchises; providing for successors and assigns; providing for rates, rules and regulations; providing for proper operation; providing for interruption of service; providing for repealing clause; providing for surrender of rights; providing for written acceptance by grantee; and providing for an effective date;

which was passed and adopted on October 26, 1999.

This instrument is filed with the City Clerk of the City of Callaway,  
Florida, in accordance with the provision of Section 27 of Ordinance No. 600.

GULF POWER COMPANY

By:   
Vice President

ATTEST:

  
Asst. Secretary

**City of Callaway Board of Commissioners  
Agenda Item Summary**

November 12, 2014

First Reading – Ordinance # 947 – Gulf Power Franchise Agreement

<p><b>1. PLACED ON AGENDA BY:</b></p> <p>J. Michael Fuller, City Manager</p>	<p><b>2. AGENDA:</b></p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
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**3. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** YES  NO

N/A

**4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)**

The current franchise agreement granted to Gulf Power will expire December 31, 2014. The electric utility franchise was granted to Gulf Power pursuant to Ordinance No. 600, which provided for a franchise fee of 6% of gross revenue from collected for monthly service. The Ordinance was valid for a fifteen (15) year term. Please note, that the franchise fee provision will not be waived by Gulf Power unless specific action is taken by the City to relinquish further payment.

City staff has been in contact with Gulf Power about the terms of the franchise agreement. As a result, another fifteen (15) year franchise term to be effective January 1, 2015 is being proposed. Ordinance No. 947, a copy of which is enclosed, specifies a 15 year term and further considers a franchise fee of six percent (6%) of gross receipts. The 6% fee appears to be the typical amount most other local municipalities have adopted. (Cities of Parker, Springfield, Lynn Haven and Panama City have a franchise fee of 6%. Parker granted a 30 year franchise in '13.)

In regards to the revenue proceeds from electric utility franchise fees, the City budgeted \$705,000 from Gulf Power for Fiscal Year 2015. In Fiscal Years 2013 and 2014 approximately \$650,000 annually was received.

Attachments

- Ordinance No. 947

**5. REQUESTED MOTION/ACTION:**

Staff recommends that the Commission approve the First Reading of Ordinance # 947 granting an electric utility franchise to Gulf Power and schedule a final reading/public hearing.

ORDINANCE No: 947

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, GRANTING TO GULF POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO MAINTAIN AND OPERATE AN ELECTRIC PLANT AND AN ELECTRIC TRANSMISSION AND DISTRIBUTING SYSTEM IN THE CITY OF CALLAWAY AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES IN THE STREETS AND PUBLIC PLACES OF SAID CITY; AND PROVIDING THE TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR GRANT OF FRANCHISE PRIVILEGE, PROVIDING FOR RIGHT TO OPERATE; PROVIDING FOR TERM OF FRANCHISE; PROVIDING FOR FRANCHISE CONSIDERATION; PROVIDING FOR TRANSFERABILITY; PROVIDING FOR FORFEITURE OF FRANCHISE; PROVIDING FOR TERMINATION OF GRANT BY INSOLVENCY OR BANKRUPTCY; PROVIDING FOR SEVERABILITY; PROVIDING HOLD HARMLESS AGREEMENT; PROVIDING FOR RATES, RULES AND REGULATIONS; PROVIDING FOR REVIEW AND REVISION OF FRANCHISE PROVISIONS; PROVIDING FOR SUCCESSORS AND ASSIGNS; PROVIDING FOR PROPER OPERATION; PROVIDING FOR INTERRUPTION OF SERVICE; PROVIDING FOR METERING OF SERVICE; PROVIDING FOR EXCAVATION, MAINTENANCE AND RESTORATION; PROVIDING FOR SURRENDER OF RIGHTS; PROVIDING FOR WRITTEN ACCEPTANCE BY GRANTEE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 26, 1999, the City of Callaway (the "City") adopted Ordinance No. 600 (the "Franchise Agreement"), which granted a franchise to the Gulf Power Company ("Gulf Power") to provide electric service to the City; and

WHEREAS, the City finds it in the public interest to ensure that all areas within its limits are adequately provided with high-quality and reliable electric service; and

WHEREAS, the City finds it in the public interest to provide that any entity granted authority to use the public rights-of-way for the provision of electricity shall, in spirit of mutual trust, from time to time, review and negotiate the rights and obligations of the provider of electricity within the boundaries of the City, because of the overriding public health, safety, and welfare considerations associated with the provision of this service; and

WHEREAS, the City finds it in the public interest to retain control over the use of public right-of-way by providers of electricity to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient

use of limited right-of-way space and to protect the public investment of right-of-way property; and

WHEREAS, the City finds that the granting of this franchise is the best means of assuring that the above-described interest of the City are promoted.

BE IT ORDAINED BY THE CITY OF CALLAWAY, FLORIDA:

SECTION 1. Grant of Franchise Privilege: In consideration of the benefits that will accrue to the City and the inhabitants thereof, Gulf Power, a corporation under the laws of the State of Florida, its successors and assigns, hereinafter sometimes referred to as the Grantee, is hereby given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said City a plant or plants and system for the generation, transmission and distribution of electric energy for all purposes whatsoever.

SECTION 2. Right to Operate: The said Grantee, its successors and assigns, is hereby further given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said City a system of poles, towers, conduits, cables, conductors, transforming stations, fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of electric energy for all purposes whatsoever, in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges, and public places in said City, as they now exist or as they may hereafter be laid out or extended within the present and future limits of said City, together with the further right, privilege and franchise to construct, erect, suspend, install, extend, renew, repair and maintain and operate a system of poles, towers, conduits, cables, wires, conductors, transforming stations, generating stations, fittings and all appliances and appurtenances necessary or desirable to the generation and transmission within, unto, through, over and beyond said City and to the furnishing, supplying and distributing to said City and the inhabitants and corporations both within and beyond the limits thereof, of electric energy for lighting, heating, power and all other purposes for which electric energy may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of said City. Grantor retains the right to purchase or generate electric power for its own use but not for sale. The electric system, facilities, and associated equipment and vehicles shall be located or relocated, erected or operated so as not to unreasonably interfere with vehicular and pedestrian traffic over, along and across said public rights-of-way, streets, alleys, bridges and public places and with reasonable egress and ingress to abutting and adjoining property.

SECTION 3. Term of Franchise: The franchise granted, by this ordinance shall exist and continue for a period of fifteen (15) years.

SECTION 4. Franchise Consideration: As a further consideration for the granting of the rights, privileges and franchises hereby granted, the Grantee, its successors and assigns, shall pay to the City within thirty (30) days after the first day of

each month a franchise fee of six percent (6%) of Grantee's revenue from the furnishing of electric service to customers served under all of its rate schedules within the corporate limits of the City collected during the preceding month. The percentage of such revenue to be collected by grantee and paid to the City as a franchise fee may be changed by the City from time to time, by ordinance, at intervals of no less than every three (3) years, provided that the percentage shall in no event exceed that permitted by law.

SECTION 5. Transferability: The grantee shall not sell or transfer any portion of its plant or system to another, nor transfer any rights under this franchise to another without grantor's prior approval. No such sale or transfer shall be effective until the vendee, assignee or lessee has filed with the grantor an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the franchise and agreeing to perform all the conditions thereof. The grantor will not unreasonably withhold its consent to the transfer of this franchise.

SECTION 6. Forfeiture of This Franchise: Failure by the Grantee to comply in any substantial respect with any of the provisions, terms or requirements of this Ordinance shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions, terms or requirements of this Ordinance. Both the Grantor and Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the questions to make restitution or make good the default or failure before forfeiture shall result. The Grantor, at its discretion, may grant additional time to the Grantee for restitution and compliance as the necessities of the case may require.

SECTION 7. Termination of grant by insolvency or bankruptcy of grantee: In the event of a final adjudication of bankruptcy of the grantee, the grantor shall have full power and authority to terminate, revoke and cancel any and all rights granted under the provisions of this ordinance.

SECTION 8. Severability: Should any section or provision of this Ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid; except that the entire agreement is invalidated if the portion declared invalid is, in the judgment of the Grantor, an essential part of this ordinance.

SECTION 9. Hold Harmless: The Grantor shall in no way be liable or responsible for any accident or damage which may occur due to the construction, location, relocation, operation or maintenance by the Grantee of said poles, towers, conduits, wires, cables and other appliances, equipment and vehicles subject to the terms and conditions of this franchise. The grantee hereby agrees to indemnify the grantor and to hold it harmless against any and all liability, loss, cost, damage or any expense

connected therewith including a reasonable attorney's fee incurred in the defense of any type of court action related hereto, which may accrue to the Grantor by reason of negligence, default or other misconduct of the Grantee in its construction, location, relocation operation or maintenance of the facilities, vehicles or equipment of the electric system subject to this franchise.

SECTION 10. Rates Rules and Regulations:

(a) All rates for electrical service and the rules and regulations governing the receipt of said service within the Grantor limits, established by the Grantee from time to time, shall be reasonable and shall be at all times subject to such public regulations as may be provided by law. The Grantee recognizes its obligation to provide electric energy and power service within the City on reasonable terms and conditions as just, reasonable and nondiscriminatory rates to all who request said service during the term of this franchise and thereafter, as required by law or by duly constituted public regulatory body.

(b) The Grantee agrees by its acceptance of this franchise to file with the City Clerk or City Manager or his successor by the first anniversary date of this franchise, a complete set of rules and regulations and a complete set of tariffs or rate schedules under which electric service is provided within the City and to file in writing annually any revisions of rules, regulations and rates that have been adopted since the previous annual filing. Grantee shall also furnish the City Manager a copy of each of its annual reports to its stockholders.

(c) Grantor may, at its option and at its expense, and upon reasonable notice to Grantee, examine the records of operations and accounting files, books and records to the extent that such records relate directly to the calculation of the franchise fee payment to the Grantor, as provided herein and to proper performance of other terms of this franchise. The examination of such books, accounts, records or other materials necessary for determination of compliance with the terms, provisions and requirements of this franchise shall be during regular hours of business of the Grantee and at the corporate offices of the Grantee.

(d) Should, during the term of this franchise, the scheme of public regulation existing as of the date of this franchise be changed substantially or such that the grantee is no longer subject to regulation or that the grantor obtains the jurisdiction and authority to regulate the rule and rates of the grantee, the parties hereto agree to meet, within sixty (60) days following the change in regulation, in order to negotiate a mutually satisfactory arrangement relating to regulation of the rules and rates to be imposed on the customers located within the franchise area; provided however, that the rules and rates in effect as of the date of change in the method of regulation shall remain in effect until such time as a mutually satisfactory arrangements can be developed and agreed upon.

SECTION 11. Review and Revisions of Franchise Provisions: With the exception of the provisions of Section 3 concerning the term of this franchise and of Section 4 concerning the franchise fee, the City and grantee may from time to time

request of either party review any or all of the other provisions of this Ordinance and by mutual agreement revise any such provision, or add any additional provisions that may be appropriate.

SECTION 12. [RESERVED]

SECTION 13. Successors and Assigns: Whenever in this Ordinance either the City or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors or assigns of said Grantor or of the Grantee.

SECTION 14. Proper Operation: The poles, towers, conduits, cables, conductors, transforming stations, generating stations, fittings, appliances and appurtenances shall be constructed in accordance with good engineering practices and so as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges, and public places in the City and shall be maintained in reasonably good condition and repair. Failure to restore service within a reasonable time shall be material breach of this franchise. Any substantial outage caused by the neglect or willful act of grantee shall be a material breach of this franchise.

SECTION 15. Interruption of Service: In the event the supply of electric energy should be interrupted or fail by reason of accident or any cause beyond the control of the Grantee, the Grantee shall, at its own expense, restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise nor shall the Grantee be liable for any loss or damage by reason of such interruption or failure.

SECTION 16. Metering of Service: The Grantee shall install and maintain meters for measuring current and shall have free access to the premises of the consumer, from time to time, for the purpose of reading, repairing, testing and maintaining the meters and appurtenances. Such meters shall remain the property of the Grantee.

SECTION 17. Excavation, Maintenance and Restoration: Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, or public places of the City for the purpose of installing, maintaining, operating or repairing any poles, towers, conduits, cables or other appliances, the work shall be completed at Grantee's expense within a reasonable time and the Grantee shall upon the completion of such work restore such portion of the streets, avenues, alleys, ways or other public places to as good condition as it was before the opening or alteration was so made and will promptly remove any debris.

SECTION 18. Surrender of Rights: As a further consideration for the granting of the rights, privileges and franchises granted hereby, the Grantee surrenders all rights, privileges and franchises heretofore granted by the City or the State of Florida for any of the purposes stated in Section 1 and 2 of this Ordinance and now enjoyed by Grantee in

the City, provided, however, that such surrender shall not be effective unless and until this Ordinance shall be finally adopted and in effect and the rights, privileges and franchises granted hereby shall be validly in force and effect.

SECTION 19. Written Acceptance by Grantee: The Grantee, its successors or assigns, shall, within thirty (30) days after this Ordinance shall take effect; file a written acceptance of the Ordinance with the City Clerk of the City.

SECTION 20. Repealing Clause: All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed to the extent of such conflict.

SECTION 21. Effective Date: This Ordinance shall be effective on the 1<sup>st</sup> day of January, 2015.

PASSED and ADOPTED by the City Council of the City of Callaway, Florida on  
the \_\_\_ day of \_\_\_\_\_, 2014.

CITY OF CALLAWAY, FLORIDA

BY: \_\_\_\_\_  
Thomas W. Abbott, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ACCEPTANCE OF FRANCHISE

KNOW ALL MEN BY THESE PRESENTS that Gulf Power Company, a Florida Corporation, hereby accepts the franchise agreement offered by the City of Callaway pursuant to its Ordinance No. \_\_\_\_\_.

IN TESTIMONY WHEREOF, Gulf Power Company has caused its duly authorized officers to execute this instrument for it and as its act and deed on this \_\_\_ day of \_\_\_\_\_, 2014.

GULF POWER COMPANY

By: \_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_  
Its: Secretary

**City of Callaway Board of Commissioners  
Agenda Item Summary**

November 12, 2014

Job Description – Planning & Code Enforcement Administrator

**1. PLACED ON AGENDA BY:**

J. Michael Fuller, City Manager

**2. AGENDA:**

PRESENTATION   
 PUBLIC HEARING   
 CONSENT   
 REGULAR

**3. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** YES  NO

N/A

**4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)**

At the past regular Commission meeting, staff was instructed to provide the job details, classification, and pay range for the new Planning & Code Enforcement Administrator position. This position is funded in FY15 Budget, as well as one code enforcement officer.

The Sec 14.01 of the Callaway Personnel Manual states, "The City Manager is charged with the administration and maintenance of the Classification Plan so that the class of work will reflect the duties included in each of the positions, and to ensure that each position is property allocated to one of the classes. The City Manager shall periodically review the Classification Plan and recommend additions, revisions, or deletions to the Commission for appropriate action. The City Manager shall have full authority to transfer, promote, demote, and reclassify personnel and applicable personnel service funds from one division or department to another..."

The City Manager recommends the addition of the Planning and Code Enforcement Administrator position to be classified at Pay Grade 14. The salary range is as follows:

	Min	Mid	Max
Annual	33,425	45,137	56,823
Hourly	16.07	21.70	27.32

The incumbent of the new position will be used for a variety of tasks pertaining to city planning and code enforcement. The incumbent will be responsible for daily planning functions and enforcement of city codes, ordinances, Land Development Regulations, etc.

Attachments

- Job Description

**5. REQUESTED MOTION/ACTION:**

The City Manager recommends the addition of the Planning and Code Enforcement Administrator position to be classified at Pay Grade 14.



## Planning Department

### Planning & Code Enforcement Administrator

Salary Grade: 14  
Department: Planning Department  
Reports to: City Manager JMF Date: 10/24/14

#### **Summary**

The Planning & Code Enforcement Administrator provides professional administrative and technical support in the areas of planning, zoning, and code enforcement. Responsible for administering and enforcing of the Code of Ordinances, Land Development Regulations, and zoning regulations, and is responsible for the direct supervision the code enforcement personnel. Work is performed independently under the direction of the City Manager with the responsibility for development review and permitting, community redevelopment activity, and neighborhood preservation. The Administrator will serve liaison/coordinator for the Planning Board, Board of Adjustment, and Code Enforcement Board.

#### **Essential Duties and Responsibilities**

The duties listed below are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Supervision the code enforcement personnel, including training, guidance and oversight of staff person(s).
- Prepares changes/additions to city zoning/land use ordinances; cooperates with the Planning Board in writing, revising and updating the Comprehensive Plan and zoning code amendments; participates in Planning Board, Board of Adjustments and Code Enforcement Board meetings.
- Oversees code enforcement policies and procedures to include complaints/violations, investigation, compliance, and conflict resolution.
- May be required to patrol/search areas of the city for ordinance violation or part of routine activity.
- Attends meetings of outside agencies and organizations where pertinent.
- Reviews all types of development permit applications and submits for processing and final review where appropriate.
- Monitors approved and projected development plans and construction to assure compliance with City codes and supplements, zoning ordinances, environmental laws and development programs and projects.
- Prepares reports, agendas and minutes, including recommendations and supporting data for approval and submission to the City Commission, Building Department and Advisory Boards.
- Provides information to property owners, investors, real estate developers and other interested parties on planning procedures, land use applications, ordinances, and codes.
- Administers service agreements/contracts with Bay County for GIS, animal control, addressing & numbering, and others.
- Updates City documents, codes, and maps as necessary.
- Performs other duties as assigned.

**Knowledge, Skills and Abilities:**

- Knowledge of research methods and ability to compile and analyze original data.
- Thorough working knowledge of Florida Statutes, City of Callaway Comprehensive Growth Development Plan and the City of Callaway Land Development Regulations.
- Knowledge of maps and graphic design.
- Ability to establish and maintain effective working relations with advisory board members, contractors and developers, government agency personnel, City personnel and the general public.
- Ability to prepare concise, well supported, and effective reports with related graphic materials and maps.
- Ability to use investigative techniques and procedures.
- Ability to interpret and enforce pertinent codes, ordinance and resolutions.
- Ability to research legal records and present ideas effectively, both orally and in writing.
- Office skill and the ability to track and maintain a large volume of files and public records.
- Ability to use GIS systems.
- Ability to use office equipment, including computers, copier, printer, digital camera, etc.

**Minimum Qualifications:**

- Minimum five (5) years related experience and/or training in planning, zoning, code enforcement, or related fields; or equivalent combination of education and experience.
- Associates degree from two-year accredited college in criminal justice, public administration, or closely related field is preferred.
- Valid Florida driver's license.
- Computer skills, including ArcReader GIS, Word, Excel, Photoshop or equivalent. Must be computer literate.
- Must be able to write/type correspondence, including report and notices, using correct English.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work requires some exertion such as climbing, walking over rough surfaces and loose materials, crouching, bending, stooping and reaching; and lifting light to moderately heavy items. Work requires average physical agility and dexterity.

**Work Environment:**

Work is primarily performed in an office or conference room setting with occasional fieldwork outside driving a vehicle and walking, occasionally in adverse weather conditions. Duties require some meetings at night.