



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

Pamn Henderson

Bob Pelletier

Ralph L. Hollister

SPECIAL MEETING

CITY OF CALLAWAY BOARD OF COMMISSIONERS

MONDAY, FEBRUARY 29, 2016 – 6:00 P.M.

CALLAWAY ARTS & CONFERENCE CENTER

500 CALLAWAY PARK WAY

CALLAWAY, FL 32404

AGENDA

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR AGENDA

- Item # 1 Award of Bid No. PW2016-02 – Hwy. 2297 Water Main Relocation – City Mgr.
- Item # 2 Water Management District Grant – Approval - City Manager

ADJOURNMENT

Janice L. Peters, MMC
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 will be at the beginning of the meeting and is limited to three (3) minutes.

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).

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

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 29, 2016

ITEM: BID AWARD – BID No. PW2016-02 HIGHWAY 2297 WATER MAIN RELOCATION

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

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

On February 24, 2016, the City of Callaway received bids for the Highway 2297 Water Main Relocation. As a result, five (5) bids were received as follows::

| BIDDER | BASE BID | ALTERNATE BID 1 |
|---------------------------------------|--------------|-----------------|
| Gulf Coast Utility Contractors (GCUC) | \$340,400.00 | \$201,095.00 |
| T B Landmark | \$370,200.00 | \$186,900.00 |
| Gator Boring & Trenching | \$378,656.90 | \$190,608.00 |
| Royal American Construction | \$382,998.00 | \$242,440.00 |
| North Florida Construction | \$448,723.61 | \$278,000.00 |

Staff and the Engineer of Record, after complete review of the bids submitted, recommends awarding to GCUC, for the not-to-exceed amount of \$340,400.00

ATTACHMENT:

- PREBLE-RISH LETTER OF RECOMMENDATION;
- BID TABULATION
- BID OPENING CHECKLIST
- GCUC BID CERTIFICATION FORM
- CONTRACT

5. REQUESTED MOTION/ACTION: Staff recommends approval of the award of the Highway 22 Water Main Relocation bid to GCUC and to authorize the Mayor to sign the contract.



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

February 25, 2016

VIA E-MAIL (mfuller@cityofcallaway.com)

Mr. Michael Fuller
City of Callaway
6601 E. Highway 22
Callaway, Florida 32404

**RE: City Of Callaway
2297 Water Main Relocation
PRI Project No. 220.042**

Dear Mr. Fuller:

The City of Callaway received bids for the above referenced project at 10:00 a.m. CT on February 24, 2016. After thorough review of the bids, Gulf Coast Utility Contractors, LLC. was the lowest responsive bidder. Preble-Rish, Inc recommends awarding the contract to Gulf Coast Utility Contractors for a lump sum of \$340,400.00.

Please notify our office once the contract has been approved by the City Commission and we will release Construction Plans to the Contractor and the City of Callaway.

If you have any questions, please give me a call at 850.522.0644.

Sincerely,
PREBLE-RISH, INC.

Jonathan Sklarski, P.E.
Regional Manager

JS/JW

cc:

K:\220.042 Highway 2297 Water Main Relocation\SPCS\Bidding\Contract Award Docs\220.042_Fuller_Award Recommendation_02.25.16.docx

203 ABERDEEN PARKWAY, PANAMA CITY, FL 32405 P (850) 522-0644 F (850) 522-1011

PORT ST. JOE • BLOUNTSTOWN • SANTA ROSA BEACH
FT. WALTON BEACH • FREEPORT • TALLAHASSEE • MONTICELLO • QUINCY • CRAWFORDVILLE
PENSACOLA • LAKE CITY • MARIANNA • DAPHNE, AL • PORT-AU-PRINCE, HAITI

**BID OPENING - APPARENT LOW BIDDER CHECKLIST
CITY OF CALLAWAY
2297 WATER MAIN RELOCATION**



PRI PN: 220.042

| Company | TOTAL CONTRACT AMOUNT | ALTERNATE 1 AMOUNT | BID CERTIFICATION AND SCHEDULE | BID BOND | PROOF OF INSURANCE | FLORIDA OR BAY COUNTY CONTRACTOR LICENSES | PUBLIC ENTITY CRIME STATEMENT | DRUG FREE WORKPLACE FORM | LIST OF SUB-CONTRACTORS | LIST OF REFERENCES | ADDENDUM 1 |
|--------------------------------|-----------------------|--------------------|--------------------------------|----------|--------------------|---|-------------------------------|--------------------------|-------------------------|--------------------|------------|
| Gulf Coast Utility Contractors | \$ 340,400.00 | \$ 201,095.00 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| T B Landmark | \$ 370,200.00 | \$ 186,900.00 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Gator Boring and Trenching | \$ 378,656.90 | \$ 190,608.00 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✗ |
| Royal American Construction | \$ 382,998.00 | \$ 242,440.00 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✗ |
| North Florida Construction | \$ 448,723.61 | \$ 270,000.00 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
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BID/CERTIFICATION FORM
CITY OF CALLAWAY
HIGHWAY 2297 WATER MAIN RELOCATION
BID NO.: PW2016-02

BIDDERS CERTIFICATION TO THE CITY OF CALLAWAY:

1. The undersigned warrants that: (A) This Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Bidders, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:
 Bidder declares that the only person, persons, company, or parties interested in this Bid are named in the Bid.

 Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if Bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the City of Callaway **BID NO.: PW2016-02 HIGHWAY 2297 WATER MAIN RELOCATION**, for the Total Bid Sum of Three hundred forty thousand four hundred Dollars (\$340,400.00).

5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein.

30
(Maximum 30 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: 1

Name of Bidder: Gulf Coast Utility Contractors, LLC

Business structure: (X) Corporation, () Partnership, () Individual, () Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: Gulf Coast Utility Contractors, LLC

Incorporated in State of: Florida Date of Incorporation: 08-1999

Business Address: 13938 Highway 77

City: Southport State FL Zip 32409

Telephone Number: (850) 265-9166 Fax (850) 265-9949

Submitted By: Mike Swearington
(Print)

Title: President

Signature: [Handwritten Signature]

ATTEST: [Handwritten Signature]
Secretary

By: Elizabeth Austin, corporate Secretary
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this 24th day of Feb, 2016 by Mike Swearington, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Handwritten Signature]
[Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

| Item Number | Item Description | Quantity | Unit | Unit Price | Total |
|----------------------|----------------------------------|----------|------|--------------|----------------------|
| GENERAL COSTS | | | | | |
| 1 | Mobilization | 1 | LS | \$ 17,500.00 | \$ 17,500.00 |
| 2 | General Conditions | 1 | LS | 5,000.00 | 5,000.00 |
| 3 | Stake Out & As Built Survey | 1 | LS | 2,500.00 | 2,500.00 |
| 4 | Erosion Control / Silt Fence | 1 | LS | 2,500.00 | 2,500.00 |
| 5 | MOT | 1 | LS | 10,000.00 | 10,000.00 |
| 6 | Testing, Disinfection, Flushing | 1 | LS | 7,500.00 | 7,500.00 |
| SUBTOTAL | | | | | \$ 45,000.00 |
| CONSTRUCTION | | | | | |
| 7 | 16" PVC Watermain | 100 | LF | \$ 150.00 | \$ 15,000.00 |
| 8 | 16" MJ DI 90° Bend | 4 | EA | 2,500.00 | 10,000.00 |
| 9 | 16" MJ DI 45° Bend | 2 | EA | 2,500.00 | 5,000.00 |
| 10 | 16" MJ DI 11.25° Bend | 2 | EA | 2,250.00 | 4,500.00 |
| 11 | 16" MJ DI Cap | 4 | EA | 2,500.00 | 10,000.00 |
| 12 | 16" MJ DI Sleeve | 2 | EA | 2,300.00 | 4,600.00 |
| 13 | 16" MJ DI Butterfly Valve | 4 | EA | 4,250.00 | 17,000.00 |
| 14 | 16" MJ DI Tee | 2 | EA | 4,250.00 | 8,500.00 |
| 15 | 2" Combination Air/Vacuum Valve | 2 | EA | 6,000.00 | 12,000.00 |
| 16 | 3/4" Water Service | 1 | EA | 1,000.00 | 1,000.00 |
| 17 | Sod | 345 | SY | 5.00 | 1,725.00 |
| 18a | 16" Fusible PVC Directional Bore | 1087 | LF | 175.00 | 190,225.00 |
| 18b | 16" Fusible PVC Open Cut | 71 | LF | 100.00 | 7,100.00 |
| 19 | Cut and Replace Asphalt | 25 | SY | 50.00 | 1,250.00 |
| 20 | Miscellaneous Restoration | 1 | LS | 7,500.00 | 7,500.00 |
| SUBTOTAL | | | | | \$295,400.00 |
| LUMP SUM BID | | | | | \$ 340,400.00 |

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | ITEM COST |
|--------------------|--|----------|------|------------|------------|
| ALTERNATE 1 | | | | | |
| 21 | 18" HDPE Directional Bore (this alternate lump sum price may be used in lieu of 16" fusible PVC (#18) in the Base Bid) | 1087 | LF | \$ 185.00 | 201,095.00 |

HIGHWAY 2297 WATER MAIN RELOCATION
PROJECT NO. 220.042

BID 00030-3

**AGREEMENT FOR CONTRACTOR SERVICES
HIGHWAY 2297 WATER MAIN RELOCATION
BID NO.: PW2016-02**

This Agreement made as of this 24th day of, February, 2016, by and between the City of Callaway, Florida - (the "CITY"), and Gulf Coast Utility Contractors, LLC, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 13938 Highway 77, Southport, FL 32409 Phone: 850-265-9166
Fax: 850-265-9949.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for **BID NO. PW2016-02 HIGHWAY 2297 WATER MAIN RELOCATION**.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

The CITY shall furnish to the CONTRACTOR up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

ARTICLE 2 - SCHEDULE

The substantial completion date for this project will be 30 days and final completion will be an additional 15 day from the date of the Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$740,400.00 which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 60 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 8 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Callaway, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$200 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

PUBLIC RECORDS LAW. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall

be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms
Bid Certification Form
Drug-Free Workplace Certification
Public Entity Crimes Statement,
- G. Addendums (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any).

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Callaway
6601 East Hwy. 22
Callaway, Florida 32404
Attention: Janice L. Peters, City Clerk
Phone: (850) 215-6694
Fax: (850) 871-2224
Email: jpeters@cityofcallaway.com

With a copy to: Kevin D. Obos, Esq. City Attorney
Harrison Sale McCloy
P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434
Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

Gulf Coast Utility Contractors, LLC

13938 Highway 77

Southport, FL 32409

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Janice L. Peters, MMC
City Clerk

By: _____
Thomas W. Abbott, Mayor

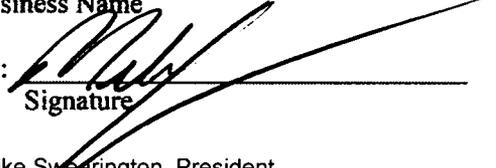
Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: Elizabeth Austin, Corporate Secretary
Name

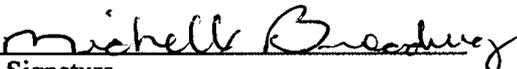
Gulf Coast Utility Contractors, LLC
Business Name


Signature

By: 
Signature

Witness: Michelle Broadway, Admin. Assistant
Name

Mike Spearington, President
Print Name and Title


Signature

APPROVED AS TO FORM FOR THE RELIANCE OF THE
CITY OF CALLAWAY ONLY:

KEVIN D. OBOS, HARRISON SALE MCCLOY
CITY ATTORNEY

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 29, 2016

ITEM: NFWFMD & THE CITY OF CALLAWAY GRANT AGREEMENT – WATER LINE RELOCATION

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

Amendment to add grant revenues into the budget may be required.

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

In 2015, the City applied for grant funding through the Northwest Florida Water Management District (NFWFMD) FY15/16 Water Supply Development Grant Program regarding the Highway 2297 Bridge Water Line Relocation. On December 11, 2016, the NFWFMD Governing Board approved to grant the City funding for the relocation project in the amount of \$168,374. The grant is expected to cover 50% of the project costs which have been included in the FY15/16 city budget. To receive funding, the City must approve and execute the attached grant agreement.

ATTACHMENT:

- GRANT AGREEMENT

5. REQUESTED MOTION/ACTION: Staff recommends the City Commission approve the Grant Agreement with the NFWFMD and authorize the Mayor to execute the document.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE CITY OF CALLAWAY
GRANT AGREEMENT**

**WATER LINE RELOCATION
GRANT AGREEMENT NO.16-047**

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and City of Callaway ("Grantee"), with an address of 6601 East Highway 22, Callaway, Florida 32404, a city to provide financial assistance for the Water Line Relocation project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

1. Terms of Agreement

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified.

2. Period of Agreement

This Agreement shall begin upon execution by both parties and shall remain in effect for 12 months. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

3. Funding/Invoicing

- A. The District agrees to provide funding not to exceed one hundred sixty-eight thousand three hundred seventy-four dollars and NO/100 (\$168,374.00) or fifty percent (50%) of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**.
- B. The Grantee agrees to contribute match funding meeting or exceeding 50 percent of the total project cost. Match funds expended for the project are considered eligible match beginning with the District fiscal year in which this agreement was executed. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- C. The Grantee shall be reimbursed on a cost reimbursement or cost incurred basis for all eligible project costs required for the completion of tasks, to include the

submittal and approval of deliverables identified in **Attachment A**. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- D. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain following information:
- (a) Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
 - (b) A description and total dollar amount of funds being requested, as organized by task;
 - (c) A narrative description of the work completed for which the funds are being requested;
 - (d) A certification that all work completed and payment requested is for project activities as outlined in this Agreement.
 - (e) Supporting documentation of actual expenses and proof of payment.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

4. Available Funding

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. Reports

The Grantee shall complete and submit semi-annual reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Semi-annual reports shall be submitted electronically to the District's Project Manager by April 30 and October 30 each year over the term of the agreement. Semi-annual reports should cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's

Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

6. **Final Report**

The Grantee shall complete a final report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager with the final invoice, no later than the end of the Agreement period.

7. **Indemnification**

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

8. **Default/Termination**

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) day's written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and

subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

9. **Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within 60 days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. Recordkeeping; Audit

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.

11. Subcontracts

The Grantee may subcontract work under this Agreement without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

12. Lobbying Prohibition

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

13. Compliance with Law

A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

14. Notice

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

15. Contacts

The District's Project Manager for this Agreement is identified below:

| | |
|---|-------------------------|
| John B. Crowe, Jr., Hydrologist IV | |
| Northwest Florida Water Management District | |
| 81 Water Management Drive | |
| Havana, FL 32333-4712 | |
| Telephone No.: | (850) 539-5999 x 226 |
| Fax No.: | (850) 539-2777 |
| E-mail | John.Crowe@nwfwater.com |
| Address: | |

The Grantee's Project Manager for this Agreement is identified below.

| | |
|--|---------------------------|
| Trevor Noble, Public Works Director | |
| City of Callaway Public Works Department | |
| 6601 East Highway 22 | |
| Callaway, Florida 32404 | |
| Telephone No.: | (850) 871-1033 |
| Fax No.: | (850) 871-2444 |
| E-mail | TNoble@cityofcallaway.com |
| Address: | |

16. Insurance

To the extent required by law, each contractor shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement.

17. Conflict of Interest

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

18. Ownership of Property and Equipment

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of any equipment purchased under this Agreement, as outlined in **Attachment A**. Throughout the term of this Agreement, the Grantee shall:

- A. Have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed;
- B. Implement adequate maintenance procedures to keep the equipment in good operating condition; and
- C. Be responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of equipment purchased with District funds and held in Grantee's possession.

19. Amendments

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

20. Discrimination

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.
- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract

with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

21. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

22. Publicity

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

23. Execution of Counterparts

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

24. Severability

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

25. **Entire Agreement**

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF CALLAWAY

By: *Brett J. Cyphers*
Brett J. Cyphers, Executive Director

By: _____
Thomas W. Abbott, Mayor

Date: 2/25/16

Date: _____

ATTEST:

CITY CLERK

List of attachments/exhibits included as part of this Agreement:

| Specify Type | Letter/ Number | Description (include number of pages) |
|-------------------|----------------|---|
| <u>Attachment</u> | <u>A</u> | <u>Grant Scope of Work (4 Pages)</u> |
| <u>Attachment</u> | <u>B</u> | <u>Payment Request Checklist and Template (3 Pages)</u> |
| <u>Attachment</u> | <u>C</u> | <u>Progress Report Template (1 Page)</u> |

ATTACHMENT A GRANT SCOPE OF WORK

PROJECT TITLE: Water Main Relocation Project

PROJECT LOCATION: The project will be located along Highway 2297, within the City of Callaway, Florida. The latitude/longitude for this project is 30°08'00"N and 85°30'22"W.

PROJECT BACKGROUND: This project was originally part of a larger Florida Department of Transportation (FDOT) bridge replacement project. The bridge replacement was converted from a true FDOT project to a FDOT Local Agency Project (LAP) for Bay County. Since LAP projects do not cover the cost of utility relocation, the City of Callaway then had to find means for funding the utility relocation portion of the project.

PROJECT DESCRIPTION: The project consists of relocating a 16-inch water main to allow for the construction of a new bridge crossing. The new directional bore will consist of approximately 1,100 linear feet of 16-inch Fusible PVC or 18-inch HDPE. The existing water main will be abandoned in place. The project will include cutting and patching the existing roadway to connect to the existing water main along with all necessary valves and fittings.

TASKS and DELIVERABLES

Payment Request Schedule for All Tasks: Grantee may submit a payment request for cost reimbursement of expended or incurred costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.

Task 1: Design and Permitting

Task Description: The Grantee will complete the design of 1,100 linear feet of water main and obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the District's Project Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation, in addition to a paper copy of the final design.

Performance Standard: The District's Project Manager will review the deliverables to verify that they meet the specifications in the Grant Scope of Work and this task description.

Task 2: Bidding and Contractor Selection

Task Description: The Grantee will subcontract the construction of the water main relocation to a qualified and licensed contractor selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are preparation of bid package, pre-bid meeting(s) in response to bid questions, bid opening, and contract award.

Deliverables: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that they meet the specifications in the Grant Scope of Work and this task description.

Task 3: Project Management

Task Description: The Grantee will perform project management, to include field engineering services, construction oversight, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: 1) Field notes, photo documentation, and reports associated with the management of the project.

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that they meet the specifications in the Grant Scope of Work and this task description.

Task 4: Construction

Task Description: The Grantee will construct the relocation of the water main. The new directional bore will consist of approximately 1,100 linear feet of 16-inch Fusible PVC or 18-inch HDPE. The existing water main will be abandoned in place. The project will include cutting & patching the existing roadway to connect to the existing water main along with all necessary valves and fittings in accordance with the final design(s) and required permits.

Deliverables: 1) signed acceptance of the completed work by the Grantee, 2) Engineer's Application and Certification for Payment, 3) Dated color photographs of on-going work representing time period covered in payment request. 1,100 linear feet of relocated water main constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that it meets the specifications in the Grant Scope of Work and this task

description, and that work is being performed in accordance with the Grantee's construction contract documents and specifications.

Engineer's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Task 5: Progress and Final Reports

Task Description: The Grantee will complete monthly reports throughout the Agreement period and a final report with the final invoice, no later than the end of the Agreement. The reports shall describe, at a minimum: the work performed during the reporting period; problems encountered; problem resolution; schedule updates; and proposed work for the next reporting period. The final report shall also include a summary of the entire project; a financial summary of total project costs; project results; project successes; and lessons learned.

Deliverable 5a: An electronic copy of the Monthly Progress Report submitted to the District's Project Manager for review. Upon request, the Grantee will provide a paper copy of the Monthly Progress Reports.

Performance Standard: The District's Project Manager will review the submitted Monthly Progress Reports to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation into the next report.

Deliverable 5b: An electronic copy of the Final Report, in Word or PDF format submitted to the District's Project Manager for review. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The District's Project Manager will review the submitted Final Report to verify that it meets the specifications in the Grant Scope of Work and this task description. The Grantee will provide any additional information or response to comments on the Final Report.

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and completion of tasks is completed by the end of the agreement.

| Task/ Deliverable No. | Task or Deliverable Title | Task Start Date | Task End Date | Deliverable Due Date/ Frequency |
|--------------------------------------|-------------------------------------|----------------------------|--------------------------|--|
| 1 | Final Design and Permitting | January 2016 | February 2016 | February 2016 |
| 2 | Bidding and Contractor Selection | February 2016 | March 2016 | March 2016 |
| 3 | Project Management | March 2016 | May 2016 | May 2016 |
| 4 | Construction | March 2016 | May 2016 | As needed, final by February 2017 |
| 5 | Progress and Final Reports | May 2016 | June 2016 | Monthly and final by February 2017 |

PROJECT BUDGET SUMMARY: The total cost of the project is estimated at \$336,748. Grant funding through this Agreement will not exceed \$168,374, as indicated below. Costs per category are estimates and may vary, so long as the total grant funds expended are not exceeded.

| Category Totals | Grant Funding | Match Funding |
|-------------------------------------|----------------------|----------------------|
| Final Design and Permitting | \$0.00 | \$7,500.00 |
| Project Management | \$0.00 | \$8,950.00 |
| Bidding and Contractor Selection | \$0.00 | \$1,500.00 |
| Construction | \$168,374.00 | \$148,924.00 |
| Progress and Final Reports | \$0.00 | \$1,500.00 |
| Total | \$168,374.00 | \$168,374.00 |

**ATTACHMENT B
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

| Date | Invoice Period | Invoice No. |
|------|----------------|-------------|
| | | |

| |
|--|
| Bill To: Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333 Attn: John Crowe |
|--|

**Project: NFWFMD Contract Number XX-XXX
Water Main Relocation Project**

| Date | Item/Activity | Description | Total Expended |
|------|---------------|-------------|----------------|
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |

Total Invoice Request \$0.00

| | | |
|--|-----------------|---------------------|
| Total expended to date | | \$00,000,000.00 |
| Limit of grant agreement | | \$000,000.00 |
| Amount of grant agreement remaining | | \$000,000.00 |
| Match amount on this invoice | \$00,000,000.00 | XX% |
| Total Match to date | \$00,000,000.00 | XX% |
| Total Match required | \$00,000,000.00 | |

Signature of Administrator/Clerk

Date

Summary of Activities Completed for Project #: _____; Invoice # _____

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWWMD Contract Number __-__].

Signature

Date

Name (print)

| Invoice Submittal Checklist | |
|------------------------------------|--|
| Invoice containing: | |
| | Grantee name, address, phone |
| | Project name |
| | Contract number |
| | Invoice number |
| | Invoice date |
| | Invoice period |
| | Summary of activities being invoiced (date, brief description, cost) |
| | Summary of match (if applicable) |
| | Signature of Administrator/Clerk* |
| Additional required items: | |
| | Cover letter with signature of Administrator/Clerk ¹ |
| | Detailed description of activities |
| | Detailed cost backup documentation ² - grant |
| | Detailed cost backup documentation ² - match |
| | |
| | Any other items required in agreement |
| | Project manager/engineer certification |

¹Only one signature needed, either on invoice or cover letter.

²Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C
PROGRESS REPORT TEMPLATE**

[Project name & contract #]

Semiannual Progress Report [or Final Report]

[Report start date] through [report end date]

[Summary of Requirements below – delete before submitting]

Reports: The Grantee shall complete and submit semi-annual reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Semi-annual reports shall be submitted electronically to the District’s Project Manager by April 30 and October 30 each year over the term of the agreement. Semi-annual reports should cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District’s Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

Final Report: The Grantee will complete a final report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District’s Project Manager with the final invoice, no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
 - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

| Task | Anticipated Completion Date |
|------|-----------------------------|
| | |
| | |
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| | |

4. Summary of construction and total project costs to date, itemized by major component.
 - May be text and/or table