



CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, JUNE 10, 2025 – 6:00 P.M.
CALLAWAY ARTS & CONFERENCE CENTER
500 CALLAWAY PARK WAY
CALLAWAY, FL 32404

MAYOR

PAMN HENDERSON

COMMISSIONERS

SCOTT DAVIS

DAVID GRIGGS

BOB PELLETIER

KENNETH AYERS, JR.

KEVIN OBOS, CITY ATTORNEY

KEITH "EDDIE" COOK, CITY MANAGER

ASHLEY ROBYCK, CITY CLERK

REGULAR MEETING AGENDA (AMENDED)

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

- | | | |
|----------------|---------------------|-------------------------------|
| • Presentation | BCSO May Statistics | Deputy Kip McKenzie |
| • Presentation | Yard of the Month | 314 Cardiff Court-Jerry Weeks |

MAYOR'S INSTRUCTIONS - Call for Additions/Deletions to the Agenda.

PUBLIC PARTICIPATION

- Speakers must come to the podium to be heard.
- Public Participation will be heard at the end of Commission discussion. for each item and at the end of the meeting for non-agenda items.
- Comments are limited to three (3) minutes.

APPROVAL OF MINUTES

- May 27, 2025 Regular Meeting

REGULAR AGENDA

- | | |
|--------------------------------|---|
| 1. Resolution 25-09 | LAP Agreement-Design of Lake Dr Sidewalks |
| 2. Development Order Extension | Carlisle Baptist Church |
| 3. Budget Transfer | Fire Dept AC Evaporation Coils |
| 4. Change Order | Sandy Creek Engineering |
| 5. Change Order | Cherry Street Engineering |

COMMISSION/STAFF COMMENTS

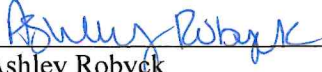
ANNOUNCEMENTS

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

- | | | |
|-----------------|--------------------------|-----------|
| • June 14, 2025 | Children's Fishing Rodeo | 7:00 a.m. |
| • June 20, 2025 | Planning Board Meeting | 6:00 p.m. |
| • June 10, 2025 | Commission Meeting | 6:00 p.m. |

PUBLIC PARTICIPATION

ADJOURNMENT



Ashley Robyck
City Clerk

PURSUANT TO FLORIDA STATUTE 286.0105: Any person who decides to appeal any decision made at a meeting(s) announced in this notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings 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).



MONTHLY ACTIVITY LIST

May 2025

Accidents:	46	Citations:	90
Arrests:	51	Miles Patrolled:	23,845
Calls for Service:	1,077	Traffic Stops:	140

2025 ANNUAL TOTALS

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	12-Month	
													Annual Totals	Monthly Average
Accidents	33	19	33	33	46								164	33
Arrests	40	41	45	52	51								229	46
Calls for Service	932	929	1,135	1,130	1,077								5,203	1,041
Citations	81	70	139	97	90								477	95
Miles Patrolled	22,796	17,963	24,461	32,159	23,845								121,224	24,245
Traffic Stops	126	102	206	185	140								759	152

February Stats are not accurate due to the installation of a new computer program

CITY OF CALLAWAY



YARD OF THE MONTH

The City Commission for the City of Callaway, Florida, recognizes and honors

Jerry & Linda Weeks

for improvements and beautification to their property, with the

“Yard of the Month” Award for June 2025.

PRESENTED THIS 10TH DAY OF JUNE 2025.

MAYOR

CITY MANAGER



**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MAY 27, 2025– 6:00 P.M.**

The City of Callaway Commission met in a Regular Session on May 27, 2025. In attendance were Pamn Henderson, Mayor, David Griggs, Mayor Pro tem, and Commissioners, Scott Davis, and Bob Pelletier. Commissioner Ayers was not in attendance. Also in attendance were Kevin Obos, City Attorney; Ashley Robyck, City Clerk; David Schultz, Director of Finance; Tim Legare; Director of Leisure Services; Bill Frye, Director of Public Works, and David Joyner, Fire Chief.

The meeting was called to order by Mayor Henderson, followed by Invocation, the Pledge of Allegiance and roll call.

Mayor Henderson presented a Proclamation for Flood Safety Awareness Week.

Mayor Henderson called for any additions or deletions to the agenda.

Commissioner Pelletier pulled item #7.

APPROVAL OF MINUTES

May 13, 2025 Regular Meeting

City Clerk Robyck advised that “the motion carried unanimously” was left off of the motion for the bid award of the Cemetery Fencing project. This has been corrected.

Motion:

Motion made by Commissioner Pelletier and seconded by Commissioner Griggs to approve the minutes of May 13, 2025 as amended. Motion carried unanimously.

REGULAR AGENDA

Resolution 25-07 FY2024/25 Budget Amendments:

City Attorney Obos read the resolution as follows:

**RESOLUTION 25-07
A RESOLUTION OF THE CITY OF CALLAWAY OF BAY COUNTY, FLORIDA,
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024-25 AND
PROVIDING FOR AN EFFECTIVE DATE**

Director Schultz advised these are all items that have already been brought to commission and approved and this is just making the budget match.

Mayor Henderson for public participation; there was none.

Motion:

Motion made by Commissioner Pelletier and seconded by Commissioner Davis to approve Resolution 25-07 FY2024/25 Budget Amendment. The motion carried unanimously upon roll-call vote.

Resolution 25-08 Callaway/Parker Interlocal Agreement

City Attorney Obos Read the resolution as follows:

RESOLUTION NO. 24-08 A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PARKER REGARDING EXTRATERRITORIAL SEWER UTILITY CONNECTIONS.

City Attorney Obos gave background on the interlocal similar to this with Springfield. He reviewed the number of Parker citizens on Callaway's system as well as the number of Callaway citizens on Parker's system. He also advised that a hotel being built in Parker cannot be serviced by Parker but can be serviced by Callaway and this agreement outlines what is owed by each city every year.

Mayor Henderson asked about the impact fees from the hotel. City Attorney addressed.

Commissioner Griggs asked about the sewer rate that will be used to pay each respective city. Director Shultz and City Attorney Obos advised that the County rate will be used. Discussion ensued.

Mayor Henderson for public participation; there was none.

Motion:

Motion made by Commissioner Davis and seconded by Commissioner Pelletier to approve Resolution 25-08 Callaway/Parker Interlocal Agreement. The motion carried unanimously upon roll-call vote.

Budget Amendment – Computer Equipment

Director Shultz advised that IT informed us that we would need to do upgrades last year and the plan was to include in the next fiscal year budget. However, due to tariffs, the prices will be rising, and this will ensure we can get the equipment before price hikes.

Commissioner Pelletier asked if these are for workstations and where they are located. Director Shultz advised. Discussion ensued.

Mayor Henderson for public participation; there was none.

Motion:

Motion made by Commissioner Davis and seconded by Commissioner Griggs to approve the Budget Amendment for computer equipment. The motion carried unanimously.

Discussion- Candlewood Suites Impact Fees

Director Frye advised that there are no changes and that the question regarding the potential interest was answered by Director Shultz in an email.

Mayor Henderson advised that even if we do not allow them to make the installments we will not receive any interest either. She advised that she is in favor of letting them make the installments and go ahead and open.

Commissioner Pelletier agreed and asked when the first installment would be due and how close they are to opening. Director Frye addressed.

Commissioner Griggs spoke on this being in the CRA area and believes that this business is a win for the City due to the sales tax & county tax and this is a no brainer.

Commissioner Davis agreed that this is a win for the city.

Mayor Henderson for public participation;

Ron Shaner, 5711 Kevin Cir, advised that he is glad the commission is agreeing to this.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Pelletier to approve Candlewood Suites Impact Fees in installments as listed. The motion carried unanimously.

Change Order- Berthe Bridge

Commissioner Pelletier advised that he tabled this item at the last meeting to answer questions he had that have been answered.

Mayor Henderson advised that we owe the money and would need to be paid eventually either way.

Mayor Henderson asked for public participation; there was none.

Motion:

Motion made by Commissioner Pelletier and seconded by Commissioner Griggs to approve the Change Order of Berthe Bridge. The motion carried unanimously.

Discussion – 4th of July Celebration

Commissioner Pelletier advised that he put this on the agenda to discuss whether commission wants to continue it due to the heat of the day and medium attendance last year and would like to hear from Director Legare.

Director Legare advised that they have moved forward with some plans and reviewed what has been done so far.

Commissioner Davis asked about the flyover. Director Legare advised that it would be at 10:15.

Director Legare also advised that the fishing rodeo will be on June 14th and the Health Fair will be August 2nd.

Mayor Henderson asked for public participation; there was none.

Discussion – Callaway's 75th Anniversary

Commissioner Pelletier pulled this item.

Discussion – Veteran’s Day Parade

Commissioner Pelletier advised that after discussion with the City Manager, no matter where we are at with Cherry Street, he believes that we will be safe to plan a parade this year. He advised that he has had a lot of feedback from citizens wanting the parade back.

Commissioner Griggs advised that he personally likes the parade and the attendance is always good and agrees with having the parade.

Mayor Henderson asked for public participation; there was none.

COMMISSION/STAFF COMMENTS – The following were points of discussion:

Pamn Henderson, Mayor

- Property tax letter to House Select Committee
- 7Brew traffic complaints

Scott Davis, Commissioner, Ward I

- 7Brew traffic complaints

David Griggs, Commissioner, Ward II

- Dupont Bridge replacement project
- Coffee shop coming to Callaway

ANNOUNCEMENTS

Mayor Henderson read the announcements as follows:

- | | | |
|------------------------|---|------------------|
| • June 3, 2025 | Planning Board Meeting (Potential) | 6:00 p.m. |
| • June 10, 2025 | Commission Meeting | 6:00 p.m. |

PUBLIC PARTICIPATION

Ron Shaner 5711 Kevin Cir advised that maybe when the new coffee shop opens it will help with traffic from the other, and advised that he does not like property taxes and would rather pay something else to pay for fire and police.

Martin Vossler 6303 Wallace Road, asked about the process for voting when a commissioner is not in attendance. Mayor Henderson advised.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:46 p.m.

Attest: _____
Ashley Robyck, City Clerk

Pamn Henderson, Mayor

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

DATE: JUNE 10, 2025

ITEM: RESOLUTION No. 25-0P – FDOT LAP AGREEMENT – LAKE DRIVE SIDEWALK PROJECT

1. PLACED ON AGENDA BY:
Eddie Cook, City Manager

2. AGENDA:
PRESENTATION ☐
PUBLIC HEARING ☐
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)

FDOT, through its Local Agency Program (LAP), has awarded the City \$173,000 in Federal Grants for sidewalks. The City intends to apply these funds towards the Design of Lake Drive Sidewalk project.

FDOT requires acceptance of the agreement by Resolution as attached.

ATTACHMENTS:

- Resolution No. 24-09
- LAP Agreement

5. REQUESTED MOTION/ACTION:

COMMISSION APPROVAL OF RESOLUTION No. 24-09 UPON ROLL-CALL VOTE.

RESOLUTION NO. 25-09

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SIDEWALK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway has been allocated \$173,000.00 in Federal Grants for Design; and,

WHEREAS, the City intends to apply these funds towards the Design of Lake Drive Sidewalks project;

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Callaway as follows:

SECTION 1. That the Local Agency Program Agreement is hereby approved with the Florida Department of Transportation for Design of the Lake Drive Sidewalk project;

SECTION 2. That the City Manager is hereby authorized to execute the Agreement, a copy of which is on file in the City Clerk's Office.

SECTION 3. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 10th day of June 2025, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

Attest: _____
Ashley Robyck, City Clerk

VOTE OF COMMISSION:

Ayers	_____
Davis	_____
Griggs	_____
Henderson	_____
Pelletier	_____

APPROVED AS TO FORM AND LEGALITY
FOR THE CITY OF CALLAWAY ONLY:

Kevin Obos, City Attorney

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FPN: <u>453604-1-38-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D325 068 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>Bay (46)</u>	Contract No: _____	
Recipient Vendor No: <u>F591005908004</u>	Recipient Unique Entity ID (UEI) No: <u>M7J1RBDQNM5</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and City of Callaway ("Recipient").

(This date to be entered by DOT only)

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of the Lake Drive Sidewalk Project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 10/31/26. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 173,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$173,000 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

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thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

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

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

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

- ☐ shall
☐ shall not
☐ N/A

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

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

RECIPIENT City of Callaway

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453604-1-38-01

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

PROJECT LOCATION:

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

PROJECT LENGTH AND MILE POST LIMITS: 0.99 miles

PROJECT DESCRIPTION: This project is for the design of Lake Drive from US 98/Tyndall Parkway to S Berthe Avenue sidewalk project . The scope includes survey, design, and permitting for construction of a 6' buffered concrete ADA compliant sidewalk on the north side of Lake Drive. Scope will also include ssociated drainage improvements, detectable warning areas, driveways, and pedestrian ramps, as needed. The new sidewalk shall add connectivity to the sidewalks on Cherry Street, Boat Race Road, and S Berthe Avenue. All proposed improvements shall be located within the existing right-of-way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Department hereby notifies the Recipient that for projects that are classified as A, B or C, the Recipient is required to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient that for projects that are classified as D and or estimate cost of less than \$250,000 and are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

The Department herby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified as A, B or C, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Department herby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified D the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

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

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

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

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

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

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

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for Design to the Recipient after advertisement documentation, to include Professional Services Checklist, has been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Callaway 6601 East HWY 22 Callaway, FL. 32404	FINANCIAL PROJECT NUMBER: 453604-1-38-01
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Transportation Alternative.)	\$ 173,000.00	\$ 0.00	\$ 0.00	\$ 173,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 173,000.00	\$ 0.00	\$ 0.00	\$ 173,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 173,000.00	\$ 0.00	\$ 0.00	\$ 173,000.00

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

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

Maira Showalter - Local Programs Administrator
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21***, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$173,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

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

DATE: JUNE 10, 2025

ITEM: Extension for Development Order – Carlisle Baptist Church, 835 S. Berthe Ave.

1. PLACED ON AGENDA BY:

EDDIE COOK – CITY MANAGER

AND

BILL FRYE – DIRECTOR OF PUBLIC WORKS & PLANNING

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)

On July 14, 2023, Commission approved the Development Order for Carlisle Baptist Church, 835 S. Berthe Ave.

The Development Order will expire July 14, 2025, and the Developer has requested a two year extension.

Attachments: Request for Development Order Extension

5. REQUESTED MOTION/ACTION:

Staff recommends approval of the Development Order extension.



Public Works Department
324 S Berthe Avenue, Callaway, FL 32404
Phone (850) 871-1033
www.cityofcallaway.com

REQUEST FOR DEVELOPMENT ORDER EXTENSION

Project name: Carlisle Baptist Church

Location: 835 S. Berthe Avenue

Address: 835 S. Berthe Avenue Callaway, Florida 32404

Developer/Owner: Howard Carlisle Memorial Baptist Church, Inc.

Project contact/authorized agent: Joshua Fidler, Kevin Wise

Engineer: Scot Rutherford, SCR Associates

Development Order No. (If Applicable): 2023-05

Date that the Development Order was approved: July 14, 2023

Current status of project: Ongoing, currently redeveloping smaller footprint options and seeking necessary contractors

Reason for extension: difficulty securing necessary workforce, potential alterations to plan

When work/construction activity will begin: July/August 2025

Anticipated time work/construction will be complete: September 2026

I hereby certify that the information contained herein is true and correct and that I am either the true and sole owner of the subject property, or am authorized to act on behalf of the true owner(s) in all regards on this matter, pursuant to proof and authorization submitted with the corresponding development order or attached hereto. I hereby represent that I have the lawful right and authority to request an extension. I understand that submission of the form indicates a process and does not imply approval by the City of Callaway.

By signing this application, I hereby authorize the Planning Department staff to access the subject property to verify information contained in this request form. Further, the person named as the project contact is authorized on my behalf (if applicable).



Owner's or authorized agent's signature

5/27/2025
Date

Joshua Fidler
Please print name

Phone: (850)871-2811

Email.: pastor@carlislebaptist.com

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

DATE: JUNE 10, 2025

ITEM: BUDGET TRANSFER TO PURCHASE AND INSTALL TWO NEW AC EVAP COILS AT FIRE STATION

1. PLACED ON AGENDA BY:

EDDIE COOK, CITY MANAGER, DAVID JOYNER, FIRE CHIEF,
AND
DAVID SCHULTZ, DIRECTOR OF FINANCE

2. AGENDA:

PRESENTATION ☐
PUBLIC HEARING ☐
OLD BUSINESS ☐
REGULAR ☒

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

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

Attached is a quote for replacement of two A/C EVAP Coil Replacement on the fire side of the Public Safety Building in the amount of \$17,744.30 This is an unexpected replacement cost we did not budget for.

Staff requesting to move forward with the replacement and transferring the unused budget funds from the community center budget to cover the cost of \$17,745.

Attachment(s):

Budget Transfer
Quotes

5. REQUESTED MOTION/ACTION: Staff requests the budget transfer to cover the cost of the capital purchase.



BUDGET TRANSFER REQUEST

AMOUNTS IN WHOLE DOLLARS

Department Fire

6/4/2025

Date

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-572-606-20	Buildings - Leisure Services	300,000		(17,745)	\$ 282,255	
01-522-606-30	Improvements O/T Buildings - Fire	6,315	17,745		\$ 24,060	FD AC Coil Replacements 2 Units
APPROVALS		\$ 17,745	\$ (17,745)			
1	Department Head					
2	Finance					
3	City Manager					
4	Commission					

Date:

6/4/25

Date:

Date:

Date:

FCU 1

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide equipment, materials, and labor to replace FCU 1 for Calloway Fire Department.

- Arrive on site and check in
- Recover any remaining refrigerant from the system
- Disconnect refrigerant lines, drain lines, and electrical
- Remove existing FCU
- Install new FCU
- Reconnect refrigerant lines, drain lines, and electrical
- Charge unit with up to 25lbs of new R410A
- Start unit and test operation

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

EVAP coil Replacement \$8872.¹⁵

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$8,822.11 (Eight Thousand, Eight Hundred Twenty Two dollars and Eleven cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based on the execution of a Contractor Agreement in the form attached hereto and subject to final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

FCU 2

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide equipment, materials, and labor to replace FCU 2 for Calloway Fire Department.

- Arrive on site and check in
- Recover any remaining refrigerant from the system
- Disconnect refrigerant lines, drain lines, and electrical
- Remove existing FCU
- Install new FCU
- Reconnect refrigerant lines, drain lines, and electrical
- Charge unit with up to 25lbs of new R410A
- Start unit and test operation

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

EVAP Coil Replacement \$ 8872.15

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and/or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$8,822.11 (Eight Thousand, Eight Hundred Twenty Two dollars and Eleven cents)

**Price does not include applicable sales tax*

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Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

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

DATE: JUNE 10, 2025

ITEM: TASK ORDER CHANGE ORDER #1 – SANDY CREEK SEWER

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
OLD BUSINESS	☐
REGULAR	☒

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

Will shift grant money from construction to engineering.

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

Due to several redraws of the project because of property owner conflicts, the engineering portion of the project has maxed it out. This change order will shift additional money from construction to engineering. This is for actual labor hours incurred to finish out the project; this is not lump sum. This task order is also being reviewed by the state.

ATTACHMENTS: Task Order Change Order for Sandy Creek Sewer Grant

5. REQUESTED MOTION/ACTION: APPROVE THE CHANGE ORDER CONTINGENT UPON STATE APPROVAL.

PROFESSIONAL SERVICES PROPOSAL

**SANDY CREEK WASTEWATER INFRASTRUCTURE RESTORATION & IMPROVEMENT PROJECT
AMENDMENT TO ORIGINAL CONTRACT FOR ADDITIONAL SERVICES
CDBG-DR, RFQ CM2023-03
Callaway, Florida
May 07, 2025**

BASKERVILLE-DONOVAN, INC., a Florida Corporation (hereinafter “BDI”) agrees to perform and complete the following survey, engineering and permitting services (hereinafter “Services”) for the City of Callaway (hereinafter “City”), in accordance with the terms and conditions of the existing Continuing Services contract (including any addendums or extensions to this contract) between the City and BDI.

Project Location: Sandy Creek Subdivision – Bay County, Florida

Project Name: Sandy Creek Wastewater Infrastructure and Improvement Project – Additional Services

Project Description/Scope of Services: BDI will provide the professional services contained in the Scope of Work dated May 07, 2025 and attached hereto.

Compensation: Time and Materials, Not to Exceed (T/M, NTE) maximum fee for additional services through project close-out will be **Fifty-Six Thousand, Zero Dollars and Zero Cents (\$56,500.00)**.

SCOPE OF WORK
SANDY CREEK WASTEWATER INFRASTRUCTURE RESTORATION & IMPROVEMENT PROJECT
AMENDMENT TO ORIGINAL CONTRACT FOR ADDITIONAL SERVICES
CDBG-DR, RFQ CM2023-03
Callaway, Florida
May 07, 2025

SUMMARY AND PURPOSE

The following is an amendment to the originally approved task order for the Sandy Creek project. The City of Callaway has requested that Baskerville-Donovan, Inc. (BDI) amend the task order based upon a change in the previous scope of work. Repetitive and still ongoing changes and adjustments to the sanitary design layout, requests by the City for BDI to generate multiple layout options due to an inability to secure proposed utility easements through private properties and several requests for BDI to alter the original scope of work site-wide have exhausted the budget originally approved for BDI to finalize a 100% Released for Construction (RFC) plan set. The repetitive plan changes due to these unforeseen site adjustments were beyond the contractual scope of services and therefore resulted in the need for additional fees to complete milestone tasks.

This amended task order would be a Time and Materials, Not to Exceed (T/M, NTE) service basis for BDI to address ongoing plan changes by city staff, incorporate these changes into the current plan documents, meet with city staff and grant administrators to address necessary tasks and generate final, Released for Bid (RFB) construction plans. The effort to produce final RFB will be based upon the magnitude of recurring comments and grant administrator requests to develop and generate a permittable site layout and final construction document package. The maximum T/M, NTE fee reflected in this amended task order is an estimate based on this project's dynamics and revision trends to date, previous labor hours incurred to satisfy ongoing city comments and site layout changes, current city comments to be addressed, proposed meetings with city staff and other tasks which need to be addressed in order to achieve a final, Released for Construction (RFC) plan set.

Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Callaway Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate. The Northwest Florida Water Management District (WMD) will govern all stormwater-related design criteria.

Maximum Service Fee **\$ 56,500.00**

The fee schedule is based on a T/M, NTE basis and the contract shall not exceed the maximum fee amount without prior written authorization from the City of Callaway.

The following exclusions and assumptions will apply to this scope of services:

Exclusions

- Regulatory Permitting Fees / Application Fees
- Construction Engineering Inspections (CEI) Services
- Grant Administration Services
- Public Meetings (hourly service fees apply as requested by City);
- Post-design services (addressing contractor questions and on-site inspections);

Assumptions

- Original contract will prevail as related to milestone expectations for construction document submittals and permitting tasks
- Additional copies of deliverables, if requested, will be paid by City at actual printing costs.

Submitted By:

BASKERVILLE-DONOVAN, INC.

Digitally signed by Jeffrey C
Petermann
Date: 2025.05.07 15:57:54-05'00'

Jeffrey C. Petermann, P.E. – Regional PM/VP

Accepted By:

CITY OF CALLAWAY, FLORIDA

Eddie Cook – City Manager

Date: 07 May 2025

Date: _____

L:\276 City of Callaway\27662.01 Sandy Creek Wastewater Infrastructure\Contracts\Contracts and Amendments

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

DATE: JUNE 10, 2025

ITEM: CHANGE ORDER #1 – CHERRY STREET ENGINEERING

1. PLACED ON AGENDA BY:
Eddie Cook, City Manager

2. AGENDA:
PRESENTATION ☐
PUBLIC HEARING ☐
OLD BUSINESS ☐
REGULAR ☒

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

Will use ½ cent infrastructure tax

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

Due to the number of revision and changes from utilities on the project. The engineer has run out of contract funds. This additional funding will be on a time and materials only. The engineer has been working without reimbursement for several months. The task order is not to exceed \$48,000.

ATTACHMENTS: Change Order #1 - Task Order

5. REQUESTED MOTION/ACTION: APPROVE THE AMENDED TASK ORDER FOR TIME AND MATERIALS TO COMPLETE THE CHERRY STREET ENGINEERING FOR A NOT TO EXCEED AMOUNT OF \$48,000.

PROFESSIONAL SERVICES PROPOSAL

**Cherry Street Drainage Utility Coordination and Conflict Mitigation
Change Order to Original Task Order Signed 10/13/2020 (for Task 3)**

Callaway, Florida

June 09, 2025

BASKERVILLE-DONOVAN, INC., a Florida Corporation (hereinafter “BDI”) agrees to perform and complete the following plan assessment, utility coordination and re-engineering design of the proposed drainage network to mitigate potential conflict with existing utilities. These services (hereinafter “Services”) for the City of Callaway (hereinafter “City”), in accordance with the terms and conditions of the existing Continuing Services contract dated April 25, 2017 (including any addendums or extensions to this contract) between the City and Consultant.

Project Location: Cherry Street (Tyndall Parkway to Star Avenue): Callaway, Florida

Project Name: Cherry Street Drainage Utility Coordination and Conflict Mitigation

Project Description/Scope of Services: BDI will provide the professional services contained in the Scope of Work dated June 09, 2025 and attached hereto.

Compensation: The total fee for plan assessment, utility coordination and re-engineering design of the proposed drainage network to mitigate potential conflict will be **Forty Eight Thousand Dollars and Zero Cents (\$48,000)**.

SCOPE OF WORK

Cherry Street Drainage Utility Coordination and Conflict Mitigation Change Order to Original Task Order Signed 10/13/2020 (for Task 3) Callaway, Florida

June 09, 2025

SUMMARY AND PURPOSE

The purpose of this change order is to coordinate with existing utility owners and work to mitigate potential conflicts between proposed drainage infrastructure upgrades (per finalized engineering design plans for the Cherry Street project) and existing utility services. The original survey provided to BDI did not illustrate existing gas utilities within the limits of project design. The city has been recently working with BDI, DRMP, Teco and other pertinent utility providers within project limits to develop a strategic and coordinated effort for mutually beneficial drainage and utility re-alignments so that American Sand (currently under contract to construction Cherry Street roadway and drainage improvements) can commence work and avoid further delays.

The city has requested that BDI provide this supplemental task order to address gas/drainage conflicts and quickly seek viable solutions through potential plan revisions, illustrative options for Teco utility re-alignment (if necessary) and use CADD to trace “green line” markups from ATT (telecommunications service provider). The “green lines” were provided to BDI as a PDF and cannot be efficiently referenced into BDI’s finalized plans electronically. Consequently, BDI must import the provided PDF and use CADD software to ‘trace’ the provided linework from ATT in order to effectively represent (that) specific utility relative to other existing utilities and the proposed drainage network.

Once these newly provided ‘existing’ utilities have been incorporated into the latest engineering design plans, BDI can ascertain the most ergonomic path forward which will include possible utility relocates to avoid the planned drainage system, drainage infrastructure re-alignments to avoid existing utilities, coordination with utility companies, the city and DRMP to discuss these options and finally update the design plans to reflect approved changes.

SECTION A: WORK SCOPE ELEMENTS

The following tasks identify the scope of professional services to be performed by BDI:

Task 1 – Incorporate ATT “Green Lines” Into BDI Plans

BDI will use the provided PDF file from ATT to trace shown linework (which represents proposed utility shifts to accommodate new drainage infrastructure. BDI CADD operators will create electronic linework in the current plan set so that we may effectively compare the ATT utilities to other service providers in the project limits.

Task 2 – Coordination with Utility Service Providers

BDI will coordinate with local service providers (mainly Teco and ATT, but also including FPL) to ensure overall agreement and compliance between parties as the plans undergo redlined revisions to be used in cooperative discussion. BDI will confer with Teco (et al) to better understand their construction guidelines, installation protocols, required separation distance from other utilities and concerns for moving forward towards a unified plan for construction and existing utility re-alignment.

Task 3 – Plan Investigation, Revision Strategies and Communication with Effected Parties

BDI will review the latest plans (which will then include ATT green lines and Teco existing service mains from Jan Drive to Star Avenue) and make recommendations for the following value-engineered options:

- 1) Utility entities to re-route their existing service to avoid conflict with proposed drainage infrastructure
- 2) BDI to revise proposed drainage design to avoid conflict with existing utility entities

BDI will generate redline sketches of proposed changes to mutually benefit all parties and provide the largest cost savings to the city. BDI will present these sketches to the city, DRMP and affected utility providers in an email to be discussed at a later time. BDI will attend a coordinated meeting to discuss recommendations and seek a city-approved pathway forward.

Task 3 Deliverables:

- Redline sketches showing proposed re-alignments of existing utilities and/or drainage network to provide for effective placement of each entity within the limits of right of way and project construction

Task 4 – BDI Design Analysis and Plan Revisions

BDI will analyze the proposed plan adjustments (from Task 3) and validate revised design criteria through stormwater models (as necessary) to ensure adequate pipe conveyance, inlet and manhole inverts and grate elevations. BDI will also provide a final QA/QC of revised plans to ensure construction clearances and verify conflict avoidance with city and privately owned utilities.

Formalized plan revisions will be reviewed and approved by the Engineer of Record (EOR) prior to finalization and team dissemination.

Task 4 Deliverables:

- Revised 100% Released for Construction (RFC) Plans

Task 5 – Contractor Coordination and Shop Drawing Reviews

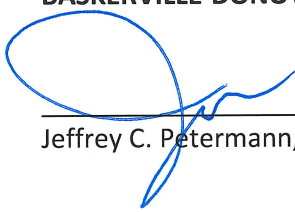
BDI will coordinate the new plan updates with American Sand (awarded contractor) and engage in shop drawing reviews for pertinent infrastructure revisions (if necessary). BDI will maintain communication during construction and attend field meetings (as needed) to facilitate a successful project and avoid costly impacts. This task will also include Engineering Services During Construction (ESDC) which allows for immediate engineering response to field concerns, plan revisions per contractor field observation, addressing contractor questions during construction and additional shop drawing reviews resulting from field plan changes.

Proposed Lump Sum Fee:

\$ 48,000.00

Submitted By:

BASKERVILLE-DONOVAN, INC.



Jeffrey C. Petermann, P.E. – Regional PM/VP

Date:

09 Jun 2025

Accepted By:

CITY OF CALLAWAY, FLORIDA

Eddie Cook – City Manager

Date:

L:\276 City of Callaway\27655.01 Cherry Street Drainage Infrastructure\Contracts\Contracts and Amendments\Task 3 - Tyndall Pkwy to Star\Utilities Change Order - 09 Jun 2025