

1350 Baldwin Avenue  
Post Office Box 685  
DeFuniak Springs, FL 32435



Phone: (850) 892-8500  
Fax: (850) 892-8506  
[www.defuniaksprings.net](http://www.defuniaksprings.net)

**CITY COUNCIL  
REGULAR MEETING AGENDA  
1350 BALDWIN AVENUE, CITY HALL  
THURSDAY, NOVEMBER 14, 2024  
5:00 PM**

**1. CALL TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

**2. CONSENT AGENDA**

- A. Additions/Deletions to the Consent Agenda
- B. Approval of the Consent Agenda
- C. City Clerk R. Ali
  - 1. October 24, 2024 - Special Meeting Minutes
  - 2. August 9, 2024 - Budget Workshop Minutes
- D. Planning Department
  - 1. Special Events Permit
    - A. Florida Firecracker Company LLC Temp Use Permit
- E. Fire Department
  - 1. Request to Surplus Fire Hose
- F. Administration
  - 1. Ratification of Extension for USED A Grant 04-79-07649 - Walton County Economic Development Alliance
  - 2. 2025 City Council Meeting Dates
- G. Public Works Department
  - 1. Request to Purchase Meters and Registers - Budgeted

**3. REGULAR AGENDA**

- A. Additions/Deletions to the Regular Agenda
- B. Approval of the Regular Agenda
- C. City Manager K. Townsend
  - 1. Request Approval of Trustmark Bank 12-Month Extension
  - 2. Library Repair Funding and Request for Proposals

3. Invitation to Bid 2024-PW-01 - Request to Enter into Negotiations
4. Set Public Hearing for FY 23-24 Supplemental Budget
- D. Liberty Partners
  1. Florida Commerce Job Growth Grant Fund Scope of Work
- 4. PUBLIC HEARING/ORDINANCES**
- 5. QUASI JUDICIAL HEARING**
- 6. REQUEST TO BE ON THE AGENDA**
- 7. CITIZEN COMMENTS**
- 8. CITY ATTORNEY**
- 9. LEGISLATIVE REQUESTS**
- 10. EXECUTIVE COMMENTS**
- 11. COUNCIL COMMENTS**
- 12. ADJOURNMENT**

Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities may contact the City Clerk at [cityclerk@defuniaksprings.net](mailto:cityclerk@defuniaksprings.net) or 850-892-8500 ext. 1103.

**DeFuniak Springs City Council  
Special Meeting Minutes  
Council Chambers  
October 24, 2024**

**1. Call to Order**

Mayor Pro-Tempore Todd Bierbaum called the meeting to order at 5:00 PM.

Present: Mayor Pro-Tempore Todd Bierbaum (Seat 1); Councilmember Josh Sconiers (Seat 2); Councilmember Glen Harrison (Seat 4); Councilmember Anthony Vallée (Seat 5).

Absent: Mayor Bob Campbell, Councilmember Amy Heavilin (Seat 3).

Also, present were Interim City Manager Koby Townsend, City Attorney Clay Adkinson, Interim Finance Director Daniele McDaniel, and City Clerk Rafael Ali.

**2. COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT DISCUSSION**

Mr. Parson presented on the CDBG Grant.

Mr. Parson stated that he wanted to give the council the floor to discuss different projects they would like to fund.

Mr. Townsend presented information on the Walton County sidewalk project.

Mr. Townsend stated that Phase One will cost \$615,000.

Mr. Bierbaum opened the floor for discussion on other projects.

Mr. Vallee asked if the Main Street score bonus only applies to projects in the district. Mr. Parson answered that it applies to anything within the city.

Mr. Vallee asked if there are bonus criteria that would benefit one project over another. Mr. Parson stated that it will be based on the entire city for the most part.

Mr. Vallee asked if the sidewalk project qualifies for the same amount. Mr. Parson stated that it should be eligible for the maximum award of \$700,000.

Mr. Parson stated that the last time the city received CDBG funding was in 2017.

Mr. Bierbaum asked if we can apply for both sidewalks and a downtown development plan. Mr. Parson stated that he doesn't think it will fit into the application, but it has been explored.

Mr. Harrison asked if the \$487,000 for Phase Two is just the construction cost. Mr. Townsend answered yes.

Mr. Vallee asked if this includes lighting. Mr. Parson answered that he doesn't think so.

Mr. Vallee stated that he wants to add lighting to this project.

Mr. Vallee asked the council to consider adding lighting to the sidewalk project.

Mr. Bierbaum stated that he is in favor of adding lighting.

Mr. Bierbaum asked if the design is just a sidewalk, or does it include curbing. Mr. Townsend answered that it does include curbing.

Mr. Vallee stated that the sidewalk will connect all levels of education.

Mr. Bierbaum asked if we are good with the sidewalk project.

Mr. Vallee stated that the next project to consider is the downtown expansion.

Mr. Vallee stated that "reconnecting communities" will be used to assist with the code rewrite.

Mr. Vallee explained that the reason we can do this is because it aligns with equity and accessibility goals.

Mr. Vallee noted that the project will provide walking options and additional parking.

Mr. Vallee stated that the intention is to jump-start the downtown revitalization.

Mr. Vallee mentioned that we will need to address curbing, parking, and sidewalks as more people begin to develop the area.

Mr. Vallee added that both projects will work in coordination with the county.

Mr. Vallee emphasized that whatever is done needs to be completed within a year.

Mr. Bierbaum asked if we want to apply for CDBG to design improvements north of Highway 90.

Mr. Vallee stated that if there is something we would like to implement, we can go ahead and design it.

Mr. Harrison stated that he sees the importance of the Main Street vision.

Mr. Harrison expressed frustration over starting projects and not finishing them.

Mr. Harrison acknowledged that Main Street has been pushing to get things done.

Mr. Harrison stated that while we can build walkways, if we're not ensuring that downtown is thriving, we'll end up creating developments that no one uses.

Mr. Harrison emphasized that he's not shutting down any ideas but wants to ensure that whatever path we choose will lead to success. He is supportive of whichever direction we take.

Mr. Bierbaum stated that he likes the idea of being practical, noting that we already have a design for the sidewalk project.

Mr. Bierbaum suggested we could prioritize some of these projects. He noted that we have the "Reconnecting Communities" project and the CRA to support downtown development.

Mr. Sconier noted that current pricing is also a relevant consideration.

Mr. Vallee stated that the speed with which the projects can be completed, along with the inclusion of lighting and curbing, makes him feel good about moving forward with these projects.

Mr. Vallee stated that we will have to deal with the storm water north of Hwy 90.

Mr. Vallee stated that the longer we wait the worst it is going to get.

Mr. Vallee suggested that we move ahead on the storm water component of the project.

**A motion was made to move forward with the 20<sup>th</sup> street improvements with lighting added to the project and the storm water components North of Hwy 90 by Councilmember Sconiers and seconded by Councilmember Vallee; the motion passed without objection.**

Robert Raymond congratulated the sheriff's department on the grants and stated that both projects are good.

Mr. Raymond suggested that we should consider the amount of property on 20th Street that will be developed, noting that it will be politically significant and could include sidewalks.

Mr. Raymond also mentioned that the downtown district north of Highway 90 is currently in the process of an assessment and action plan for the courthouse area.

Mr. Harrison agreed that development is an important consideration.

Mr. Adkinson stated that, under the current land development code, sidewalks are not required for the majority of projects.

Mr. Bierbaum suggested that this issue could be addressed during the Code Review process.

Mr. Townsend stated that in the upcoming months, work will begin on updating the Land Development Code (LDC).

Mr. Sconier expressed that he would like sidewalks to be included in the discussion during the LDC review.

Mr. Sconier added that he believes we could save a significant amount of funding in the long run if we proceed with the sidewalk project now, rather than delaying it.

### **3. PUBLIC COMMENTS**

### **4. ADJOURNMENT**

Meeting Adjourned 7:15 PM.

Approved:

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Bob Campbell, Mayor

ATTEST:

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Minutes taken by Rafael Ali  
City Clerk  
*Proper notice having been duly given*

**DeFuniak Springs City Council  
Budget Workshop Minutes  
Council Chambers  
August 9, 2024**

**1. Call to Order**

Mayor Bob Campbell called the meeting to order at 4:00 PM.

Present: Mayor Bob Campbell, Mayor Pro-Tempore Todd Bierbaum (Seat 1); Councilmember Josh Sconiers (Seat 2); Councilmember Amy Heavilin (Seat 3); Councilmember Glen Harrison (Seat 4); Councilmember Anthony Vallée (Seat 5).

Also, present were Interim City Manager Koby Townsend, City Attorney Clay Adkinson, Interim Finance Director Daniele McDaniel, and City Clerk Rafael Ali

**2. Proposed FY 25 Draft Budget**

Mr. Townsend stated that we will start on the general revenue.

Mr. Bierbaum asked how many of the grants are guaranteed. Mr. Townsend identified the grants that are not guaranteed.

Mr. Bierbaum inquired whether it's possible to exclude these grants from the budget and then do a budget amendment once we receive them. Mrs. McDaniel responded that a budget hearing would be necessary if that approach is taken.

Mr. Bierbaum emphasized that this would provide a more accurate budget by removing the grants we hope to obtain.

Mrs. Heavilin asked what would happen if we separated these grants.

Mrs. Heavilin indicated that this would provide a clearer picture.

Mr. Townsend affirmed that this is something we can do.

Mr. Townsend mentioned that the only change in the executive budget is a 3% increase for the seats up for election.

Mr. Bierbaum expressed his desire for all City Council members to have their pay raised to match that of the Mayor.

Mrs. Heavilin agreed, noting the significant time commitment involved in their work.

Mr. Bierbaum stated he wants to give the council time to consider this proposal. Mr. Townsend indicated that he can present the cost at the next meeting.

Mr. Townsend also noted that \$4,000 has been added for election expenses this year.

He mentioned that there are seven positions in administration but he wants to move three positions—HR and Project Manager—out of administration.

Mr. Townsend highlighted that building insurance is a significant cost. He added that the Tree Board has requested \$10,000 again this year.

Mr. Harrison asked if there is one insurance policy that covers all city buildings. Mr. Townsend confirmed that there is.

Mr. Harrison inquired about how often we review the cost of that insurance. Mr. Townsend stated that there was a substantial increase last year, but no increase has been noted this year.

Mr. Adkinson suggested it may be beneficial to show the council the different types of coverage provided by the Municipal Insurance Trust.

Mr. Adkinson mentioned that we currently have employment law litigation coverage with our insurance.

Mr. Hurley proposed we review which buildings we are insuring.

Mr. Townsend indicated that Main Street did not request an increase.

He mentioned that Tri-County's budget has increased by \$3,000.

Mr. Townsend reported that the EDA is asking for an increase of \$13,499.62.

Mr. Mathews presented his EDA update.

Mr. Bierbaum noted that Mr. Mathews has been an advocate for the City and its improvement.

Mrs. Heavilin expressed concern that committing to another organization is not fiscally responsible, as it could hinder our budget.

She stated that caring for seniors is part of our responsibilities.

Mrs. Heavilin indicated she does not want to start the budget in the negative.

Mr. Mathews asserted that economic development pays off.

Mr. Sconiers asked about the return the EDA has provided the City. Mr. Mathews answered that currently, there is nothing directly influencing the city, but nearby projects will have an impact.

Mr. Sconiers pointed out that if jobs are created outside our city, people can still live here.

Mr. Bierbaum mentioned that the EDA developed an industrial park in Freeport and Woodlawn, which is connected to our sewer system.

He also stated that the work done by Main Street has revitalized downtown, making it worth funding.

Mr. Sconiers suggested we could consider reallocating some funding from the CRA to support other organizations.

Mr. Vallee cautioned against cutting the CRA by 50%, as it was established to eliminate blight in the city.

Mr. Vallee proposed excluding everything south of Hwy 10 from the CRA.

Mr. Harrison expressed his belief in the CRA's potential to address blight issues. He also expressed a desire to see more people working in the community.

Mr. Harrison thanked various organizations for their contributions to the City.

Mayor Campbell stated that the CRA has not improved anything south of Hwy 10.

Mayor Campbell then left the room and handed the meeting over to Mr. Bierbaum.

Mrs. Henderson expressed her support for Main Street's efforts.

She mentioned that Main Street will be hosting 54 Main Street Directors on September 1st.

Mr. Vallee noted that the CRA has historically lacked sufficient funding.

Mr. Bierbaum asked Mr. Townsend for guidance based on the discussion.

Mr. Townsend observed that the majority seems inclined to fund these organizations based on what is already in the budget.

Rachel Cohort, Main Street Executive Director, invited council members to experience a day in Main Street, offering to showcase their activities.

Mrs. Cohort highlighted that Main Street undertakes initiatives that save the City money.

Mr. Townsend presented the grant match dollars line item. He noted that we have substantial matching funds this year.

Mr. Sconiers expressed a desire for reassurance regarding those match dollars.

Mr. Bierbaum mentioned that we are transferring \$2.7 million to sanitation, but if we examine sanitation closely, we are transferring funds back in. Mr. McDaniel clarified that this refers to the 1-cent discretionary fund.

Mr. Townsend indicated there is another \$40,000 in line 59 for purchasing an administrative vehicle.

Mrs. Heavilin inquired about the budgeted amount for the bank regarding any potential mitigation costs extending into the next fiscal year. Mr. Townsend replied that we have budgeted \$1.875 million for the next fiscal year. He clarified that while we haven't budgeted separately for mitigation, it is included in that amount.

Mr. Townsend proposed two additional positions: a Public Works Director and an additional dispatcher, as well as increasing the salary for the Finance Director.

He recommended a 2.5% salary increase for all employees, excluding himself.

Mrs. Heavilin suggested the creation of an Assistant Finance Director position.

She provided several reasons for this recommendation.

Mr. Bierbaum expressed interest in seeing an organizational chart for the finance department to understand how that might look.

Mrs. Heavilin noted that the auditors have indicated many necessary tasks that we cannot currently address due to a lack of personnel with the required skills.

Mr. Bierbaum cautioned against overly relying on auditors' suggestions, noting that Warren Averett recommended adding 4 or 5 positions.

He emphasized the importance of ensuring we add the correct number of staff.

Mrs. Heavilin reiterated that her recommendation is based on her own experience.

She stated that Mr. Townsend should be involved in finance on a daily basis.

Mrs. Heavilin asked if employee evaluations have been implemented. Mr. Townsend answered no.

He added that previous employee evaluations have been beneficial.

Mr. Vallee stated that there should be a Finance Director in place first, who could then develop an organizational chart.

Mrs. Heavilin commented that the utilities supervisor who became the finance director resulted in significant issues. Mr. Vallee questioned her characterization of it as a disaster, noting that the individual left, and he was unclear on her concerns.

Mrs. Heavilin stated she hasn't seen financial statements updated as of today.

Mrs. McDaniel asserted that she has provided those.

Mr. Sconiers acknowledged that the Interim Finance Director is performing well.

Mrs. McDaniel explained that the audit is delayed because an auditor was hired in March to start a new job for the first time here. She stated that she has provided the requested financial information during the meeting.

Mrs. Heavilin clarified that she did not intend to convey anything negative and believes Finance is being stretched in multiple directions.

Mr. Sconiers reiterated that Mrs. McDaniel is doing a great job.

Mr. Vallee proposed hiring a higher-than-average accountant to provide the necessary support.

Mr. Adkinson stressed the need to focus on the budget workshop.

He noted that the solution may involve allocating sufficient resources to cover the broadest range of proposed options.

Mr. Adkinson cautioned that finding someone to do the job might be challenging in the current economy.

Mr. Townsend asked if the council had any objections to the additional positions.

The council had no objections.

Mr. Townsend proposed establishing an employee annual leave sell-back program.

Mr. Vallee questioned whether we already pay employees upon leaving. Mr. Townsend confirmed that we do, but only under certain conditions.

Mr. Townsend asked if the council would like him to return with a dollar amount regarding the finance position. Mr. Bierbaum responded positively.

A ten-minute break was taken.

Mr. Townsend stated that there are no changes in IT.

He noted that HR has been removed from Administration.

He indicated that there have not been many changes in planning.

Mr. Bierbaum stated that the city shouldn't pay for engineering review fees.

Mr. Townsend confirmed that he has discussed this with Chris.

Mr. Harrison stated that we shouldn't absorb these fees.

Mr. Bierbaum suggested we should review all these fees.

Mr. Vallee inquired about the number of outstanding fees in code enforcement.

Mr. Townsend stated that the number is quite substantial.

Mr. Vallee emphasized the need to take action on some of these properties.

Mr. Adkinson mentioned that we are close to discussing policy.

He cautioned that we need to be careful discussing policy in the context of the budget.

Mrs. Heavilin asked if we have addressed the revenue side of the budget.

She also inquired about how much we have budgeted for new developments.

Mr. Townsend indicated that this would be discussed when we cover utilities.

He added that the land development code rewrite will be spread over two years.

Mr. Bierbaum asked if we could use impact or capacity fees to fund the LDC rewrite. Mr. Adkinson replied to no.

Mr. Townsend presented the public works section of the budget.

He reiterated his intention to move the project manager from administration to public works.

Mr. Townsend then discussed the finance department's budget.

Mrs. Heavilin asked why salaries decreased. Mrs. McDaniel explained that the position was budgeted higher than necessary.

James Hurley, City Marshal, presented the budget for the police department.

Mr. Hurley thanked staff for their help with the budget. He noted that economic development helps ensure community safety.

Mr. Hurley reported a reduction in accidents from 550 per year to 372. He highlighted expense-saving measures throughout the year.

Mr. Hurley praised the success of the K9 unit within the city. He expressed the need for an additional dispatcher to manage call volume.

Mr. Hurley discussed the current pay for his police sergeants. He noted that sergeants in surrounding areas are making more than our current salaries.

Mr. Hurley proposed increasing the salaries of sergeants currently below \$26.45.

Mr. Hurley indicated that during discussions with the finance and HR directors, they discovered additional funds allocated for salaries.

Mr. Sconiers asked if the \$26.45 figure would equate to a \$56,000 salary for sergeants. He pointed out that most departments are approaching that salary level or are comparable.

Mr. Sconiers noted that sergeants are earning less than the starting salaries of sheriffs.

Mr. Hurley mentioned that the department has been fully staffed for about 8-9 months now. He expressed confidence in his current team.

Mr. Hurley prioritized vehicle maintenance. He noted the need to replace 2.5 vehicles per year. This year, he is requesting two new Tahoes.

Mr. Bierbaum asked if financing those vehicles could be evaluated instead of purchasing them outright.

Mrs. McDaniel mentioned that interest rates are on the rise.

Mr. Hurley commented on the improved location of the police department. He explained that he has broken down each line and what is being spent from each.

Mr. Sconiers requested to see the reserves number.

Mr. Hurley confirmed that we currently have four reserve police officers.

Mr. Townsend stated that the only item not accounted for is the schedule change for patrol officers.

He noted a study that explored the possibility of having one facility for both fire and police.

Mr. Townsend then presented the fire department budget.

He indicated that expenses related to the medical director contract have been moved to operating, as it is a contractual obligation.

Mr. Townsend stressed that if we do not receive the fire truck grant, we should explore other funding options.

Mr. Vallee raised concerns about the need for renovations to the current building, citing inadequacies.

Mr. Townsend mentioned meetings with Chief Sheffield and others to work on a plan for the current facility and discuss options for a new one.

He noted that fire station repairs would be funded by the sale of the old city hall.

Mr. Townsend highlighted the need to determine a location and budget for a new fire station, as well as how to secure funding.

Mr. Vallee expressed concerns that savings require a new revenue stream.

Chief Sheffield mentioned the option of temporary fire stations that he is investigating.

Mr. Vallee reiterated that he does not believe the current fire station is safe from natural disasters.

He stated his intention to collaborate on finding a solution for the fire station.

Mr. Vallee emphasized the importance of taking care of the Fire Department.

Mr. Townsend proposed changing the four main entrance signs to the city.

He also mentioned a grant with FDOT that would cover maintenance and irrigation.

Mr. Townsend discussed several grants.

He indicated that one line item involves replacing an inmate vehicle, while another \$250,000 is allocated for a new knuckle boom.

Mr. Vallee inquired about payments to the railroad. Mrs. McDaniel confirmed that we pay them to cross.

Mr. Vallee asked about signage in the Dorsey district, noting its historic status.

Mrs. Heavilin asked how we handle payments to the railroad company. Mrs. McDaniel explained that they send us an invoice.

Mr. Adkinson stated that they are responsible for maintaining the railroad.

Mr. Hurley asked if we can request that they remove the graffiti from the railroad crossing.

Mr. Adkinson suggested sending them a check along with a letter outlining our concerns.

Mr. Townsend discussed maintenance throughout the city.

Mr. Vallee indicated the need to establish reserve funds for maintenance related to historic structures. He also asked about the estimated cost for a bathroom at Florence Park.

Mr. Townsend stated that the cost for a basic bathroom is \$10,000.

He remarked that \$10,000 does not seem reasonable.

Mr. Vallee suggested that someone might be willing to contribute a design.

Mrs. Heavilin inquired about the decrease in line 28. Mr. Townsend explained that it was due to the removal of police and fire expenses from that line.

Mr. Harrison asked if the clay at the park could be resurfaced between 11th and Plato.

Mr. Townsend indicated that staff could resurface that road for \$19,000. He noted that there are no significant updates on the Christmas light fund.

Mr. Townsend addressed power issues that have occurred outside.

Mrs. Heavilin asked what buildings are being insured. Mr. Townsend clarified that it's the building where we store the lights.

Mr. Townsend presented on water-related matters.

Mrs. Heavilin raised concerns about needing \$1.8 million from the general fund to meet our water meter needs. She suggested discussing this further when our agendas are less busy.

Mr. Adkinson proposed postponing this discussion until the next budget workshop.

Mr. Townsend stated that we can cover enterprise funds in the next budget workshop.

The Council agreed to meet on August 19th at 4:00 PM.

### **3. Public Comments**

### **4. Adjourn**

Meeting Adjourned 7:32 PM.

Approved:

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Bob Campbell, Mayor

ATTEST:

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Minutes taken by Rafael Ali

City Clerk

*Proper notice having been duly given*

DRAFT



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024  
Department: Planning Department

**Presenter:**

Christopher Strawn, Code Enforcement

**Request Type:** Consent Item

**Does this item require legal review?** No

**Time Required for Request:** 3 minutes

**Agenda Item Title:**

Florida Firecracker Company LLC Temp Use Permit

**Attachment(s):**

1. Florida Firecracker Company LLC Temp Use Permit
2. Florida Firecracker Company LLC - Memorandum

**Brief Summary:**

Florida Firecracker Company LLC is requesting to operate a firework stand with a fully enclosed metal trailer on the Triangle Chevrolet-Buick, Inc property, 906 U.S. Highway 331 South from 12/26/2024 – 1/1/2025.

**Action Requested:**

Consider approval of a temporary use permit as described in the attached report.

**Issue Overview:****Background Information & Issue Summary:**

The Temporary Use Permit is scheduled 12/26/2024 – 1/1/2025 from 9am to 9pm.

It will be located 906 U.S. Highway 331 South, Triangle Chevrolet-Buick, Inc.

The applicant is required to schedule and pass a life safety inspection, conducted by the DeFuniak Springs Fire Chief, prior to occupancy of the facility. The applicant is also responsible for adhering to the terms set forth in the application as well as all applicable local, state, and federal laws.

**Financial Impacts:**

None

**Staff Recommendations/Comments:**

Consider the approval of the Temporary Use Permit Application with the requirements above.



Post Office Box 685  
35 US Highway 90 West  
DeFuniak Springs, FL 32433



Phone: 850-892-8571  
Fax: 850-892-8570  
TDD: 850-892-8504

## Temporary Use Permit Application

### General Instructions and Information:

- This application must be received by the Planning Department at least **30 days before** the start of the temporary use, to include the date of set-up.
- Refer to Page 4 of this application for information to be submitted with this application.
- If you have questions, please call the Planning Department.
- Make an appointment with the Planning Department by calling 850-892-8571, Ext. 116, to review this application with staff prior to submission.

### 1. TYPE OF TEMPORARY USE (Check the box beside the type of sales that most closely describes your request.)

Seasonal Sales (such as Christmas trees, pumpkins, etc.) (\$50.00 per day)

Car Wash Fund Raisers (\$50.00 per day)

Tangible Dealer Products (such as clothing, shoes, street artists/craftsmen, tool, etc.) with prices under \$100 (\$50.00 per day/requires City Council approval)

Fireworks (\$50.00 per day)

Tangible Dealer Products (such as clothing, shoes, street artists/craftsmen, tool, etc.) with prices above \$100 (\$100.00 per day)

Low-Speed Vehicle Rentals (\$100.00 per day)

Tangible Dealer Products (such as new and used cars) any product sold for more than \$1,000 (\$500.00 per day/requires City Council approval/\*Minimum of \$2,500 charge will apply for tangible dealer products of new/used vehicles)

### 2. APPLICANT INFORMATION

Name (Individual and Business): Aaron Weinstock / Florida Firecracker Company LLC

Mailing Address: 795 East John Sims Parkway Niceville, FL 32578

Email Address: sjustice64@gmail.com

Cell Number: (850) 218-5180

Alternate Number: (850) 729-7770

### 3. LOCATION EVENT WILL BE HELD (SUBJECT PROPERTY INFORMATION)

Physical Location of Property: 906 U.S. Highway 331 South, DeFuniak Springs, FL 32433

Parcel Identification Number(s): 34-3N-19-19000-035-0010

Current Use of the Property: Vacant

Vicinity to local merchant dealing goods offered by the temp use (in feet): N/A

### 4. OWNER OF SUBJECT PROPERTY (Note: If you are NOT the owner of the subject property then you must submit a completed, signed, and notarized original agent affidavit form.)

Name: R. G. Lathinghouse Partnership

Mailing Address: P.O. Box 1456, DeFuniak Springs, FL 32435

Email Address: eric@trianglechevy.com

Cell Number: (850) 419-3210

Alternate Number: (850) 387-0188

## 5. EVENT DETAILS

- A. Description of the Temp Use: Fireworks Retail Sales
- B. Start Date (Including date of setup): 12/26/2024
- C. Ending Date (Including date of breakdown): 1/1/2025
- D. Hours of Operation: 9am - 9pm
- E. Will a Tent be used for the Temp Use? ☐ Yes or ☒ No (If yes, describe how you will secure the tent? \_\_\_\_\_)
- F. Will you be using port-a-lets? ☒ Yes or ☐ No  
If no, describe sanitary provisions? \_\_\_\_\_
- G. Describe power source (i.e. supplied on-site by owner, portable generator, large generator on flatbed, etc.) Power supplied on-site by property owner
- H. Will you supply 24-hour on-site security? ☒ Yes or ☐ No If yes, describe overnight on-site structures for accommodations (i.e. camper) to be provided and submit a photograph of the structure to be used.  
Security cameras and lighting to be installed on property
- I. Describe plans for disposal of garbage generated by event: Dumpster
- J. Estimate the number of vehicles associated with the event: 6 cars per hour
- K. Estimate the number of employees associated with the event: 4

**6. Required Attachments (Staff cannot accept your application until all required attachments are submitted; the 30-day submission requirement begins when all attachments are received.)**

### Fee for Temporary Use

Proof of Ownership (copy of recorded deed) or Lease agreement with notarized signature of property owner and applicant, including location of event, dates of sales, and type of sale event to take place

## Site Plan

**Aerial view of property, illustrating portion of property to be used for event**

**Location of tent, trash receptacles, portable toilets**

### Interior vehicular circulation

## Signage

### Interior Floor Plan of Tent

### Exits/Isles/Areas for Displays/Fire Extinguishers

**Method of Securing Tent (stakes in-ground, barrels, weights, etc.)**

### Certificate of Flame Resistance for Tent

**Portable Toilet Agreement (at least two required with one being handicapped accessible)**

# State of Florida Sales Tax/Resale Certificate

**State of Florida Certification/Registration/License/Etc. (based on industry)**

## Insurance Certificate

**Include the business name, temporary use type, location, and operation date(s)**

**Additional insured certificate holders:**

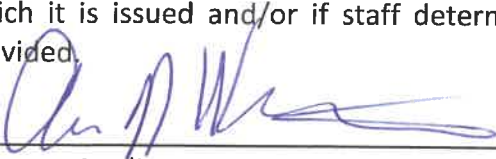
City of DeFuniak Springs

**Property Owner(s)**

## 7. SIGNATURE(S)

By signing below, I hereby acknowledge the following:

- I have completed this application truthfully and to the best of my knowledge;
- I have provided the necessary attachments and/or information and understand that the computation of time does not begin until the application and attachments are received by staff;
- I understand that my application may require approval by City Council;
- I must be in receipt of a permit issued by city personnel prior to setting up for this event;
- I will schedule a life safety inspection with the DFS Fire Department, and correct any issues identified therein, prior to occupying the tent and/or conducting any sales for the event described in this application; and
- I understand that my permit is subject to revocation for violations to the terms and conditions under which it is issued and/or if staff determines that false, erroneous, or misleading information was provided.



Applicant Signature

10.23.2024

Date of Signature

**For City Staff**

**City Review and Comments**

Date of Submission: 10/24/2024 Temporary Use Permit# 2024-TUP-03  
Date Reviewed: 10/24/2024 Attachments Received: 10/24/2024  
Date of Last Event: 7/4/2024 Distance from Similar Vendor: 300+ft To Review Team: N/A  
Cost per day \$ 50.00 X # of days 7 = Total \$ 350.00  
(\*Min \$2,500 charge will apply for tangible dealer products/Max of 14 days/Max 4X per CY/Separation of 1 month between events)  
Date Fee Paid: 10/24/2024 Amount Paid: \$350.00 Receipt # R00184066  
Type of Event: Seasonal sales (fireworks) Council Approval Required? ☒ Yes or No

**Temporary Use Permit**

**Application Checklist and Process Guide**

Name of Applicant: Florida Firecracker Company LLC Event Dates: 12/26/2024 - 1/1/2025

File #: \_\_\_\_\_

X

Application

Date Submitted: 10/24/2024 Initials of Staff: CS

The application for a temporary use permit for all uses shall be filed at least 30 days prior to the date on which the permit is to take effect. Review application for completeness. Verify all attachments\* have been submitted.

X

Date of applicant's last event

Verify date of last event, making sure there is at least one month between events.

\*Required Attachments:

X

Fee

Date Deposited: 10/24/2024 Initials of Staff: CS

Fees include day of setup and breakdown. Fee must be submitted at the time the application is submitted. Keep a copy of the check for the file. Deposit the check; file the receipt.

X

Site Plan

Date Submitted: 10/24/2024 Initials of Staff: CS

See section below on items required in site plan. Verify distance from similar merchants.

X

Lease Agreement

Date Submitted: 10/24/2024 Initials of Staff: CS

A notarized statement from the property owner(s) and lease (if applicable) that the temporary use is permitted on the property. The statement must include the temporary use dates (including setup and take-down), location, description type and the name of the company and representative designated by the property owner.

X

License/Certification (see various types below)

Date Submitted: 10/24/2024 Initials of Staff: CS

\_\_\_\_\_ Auto Sales: If the use requires a license from DOT, they must have one for the event that includes the dates for sales. DOT doesn't allow the sales event to last more than 10 days, but this time restriction does not include the days for strictly set up or breakdown. Region VII -Panama City Sub-Office (Responsible for Bay, Calhoun, Gulf, Jackson, Holmes, Walton and Washington Counties) Address = 6030 County Road 2321, Panama City, Florida 32404 Telephone = (850) 767-3660/FAX = (850) 872-7764  
Date Submitted: \_\_\_\_\_ Initials of Staff: \_\_\_\_\_

☒ Fireworks: Certification from State Fire Marshal  
Date Submitted: 10/24/2024 Initials of Staff: CS

\_\_\_\_\_ Produce: May need a certificate from the Department of Ag – not if selling items grown by seller  
Date Submitted: \_\_\_\_\_ Initials of Staff: \_\_\_\_\_

☒ Insurance Certificate  
Date Submitted: 10/24/2024 Initials of Staff: CS

An insurance certificate naming the City of DeFuniak Springs, and the property owner(s) as additional insured must be submitted. The certificate shall state the business name, temporary use type, operation date(s), and location. The mailing address for the city is 71 US Hwy 90 W; DeFuniak Springs FL 32433.

N/A Flame Retardant Certificate for Tent  
Date Submitted: \_\_\_\_\_ Initials of Staff: \_\_\_\_\_

☒ Port-a-Potty Agreement  
Date Submitted: 10/24/2024 Initials of Staff: CS

The agreement must include the dates of the agreement and must have a minimum of two (2) port-a potty's with at least one (1) of which is handicap accessible.

N/A Email of application review team (Include copy of email in file)

N/A Email of issued permit with dates to review team, requesting assistance if activity occurs prior to set up date (Include copy of email in file)

☒ Schedule date for City Council review Date of Meeting: 11/14/2024

☒ Prepare report to City Council/Include copy in file

\_\_\_\_\_ City Council decision: \_\_\_\_\_

\_\_\_\_\_ Notify applicant (if not present)

\_\_\_\_\_ Prepare TUP permit

\_\_\_\_\_ Date of life safety inspection/verify that they pass inspection

Fire Inspector Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Temporary Use is:      Approved                      Approved with Conditions                      Denied

Conditions: \_\_\_\_\_

Denial Reason: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_ Copy of City Council minutes Date Provided: \_\_\_\_\_ Initials of Staff: \_\_\_\_\_

## Ordinance

Uses: The following temporary uses are allowed and subject to, but not limited to, the regulations contained in this article.

1. Seasonal sales ex: Christmas tree and pumpkin patch sales.
2. Tangible Dealer Products (clothing, shoes, street artists/craftsmen, tool, new and used car sales, etc.) - if in a specified location for more than a 24-hour period.
3. Low-Speed vehicle rentals for special events
4. Fund-raising car washes not held for civic and government organizations
5. Fireworks stands: A temporary use permit shall be permitted for the sales of fireworks in any agricultural, commercial, or industrial zoning district. Such permits may include temporary stands, tents, display tables and similar facilities provided any such facility complies with the approval of the DeFuniak Springs City Council.

### Use Restrictions:

**Alcohol:** No alcoholic beverages are allowed in conjunction with any temporary use.

**Local Merchants:** No temporary use permit shall be approved when a local merchant exists, who deals in goods offered by the temporary use, whose principal business is located within the same center or within three hundred (300) feet of the proposed location of the temporary use.

**Compatibility:** The temporary use must be compatible with the surrounding land uses; however, no temporary use permits shall be issued for events in residential zoned areas.

**Noise:** Levels of noise volume shall not adversely affect adjacent commercial or residential areas. It shall be unlawful for any person or persons to shout, blow a horn, ring a bell, or use any sound device, including any loud-speaking radio or sound amplifying system upon any of the streets, alleys, parks or other public place of the city, or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places for the purpose of attracting attention to any goods, wares or merchandise which such licensee proposes to sell.

**Hours:** No sales shall be made between the hours of 9 p.m. to 9 a.m. Uses shall be substantially compatible with adjacent uses dependent upon dates and hours of operation and the other requirements set forth herein. Additionally, uses shall be substantially compatible with the goals, objectives and policies of the comprehensive plan.

**Timing:** The application for a temporary use permit for all uses shall be filed at least 30 days prior to the date on which the permit is to take effect. A temporary use is allowed for up to two (2) weeks (14 calendar days) and up to four (4) times per calendar year unless otherwise approved by the DeFuniak Springs City Council. Dates of operation (for the purposes of fees) will include dates to assemble and dismantle equipment and/or structures.

Check file to determine if a similar event has been approved for the time period in the request. **Each two-week period shall be separated by at least one month within the same calendar year.**

**Approval:** The application forms shall provide such information as the Planning Department shall find to be reasonably necessary for fair administration and provided to the City Council at a regular scheduled meeting. Upon filing of application, the City Council shall have the authority to approve, conditionally approve, or deny the permit application.

**Site Plan:** An aerial plot (scale of 1 inch = 20 feet) of the property to be used, rented, or leased for the temporary use, including all information necessary to accurately portray the property and to identify the area to be utilized for the event. Illustrate any temporary use facilities to include port-a-lets, tent, and generators. Also illustrate garbage/dumpster locations, parking and the means of ingress and egress. See below for more specific requirements.

**Sanitary facilities:** Documentation regarding arrangements for temporary sanitation, health and safety facilities or equipment facilities and such assurances as the city may require concerning compliance. A minimum of two (2) port-a-potty's with at least one (1) handicap accessible is required. Applicant is required to submit the agreement with the company supplying these facilities.

**Parking:** Adequate parking, consistent with current zoning requirements for similar uses shall be maintained during such temporary use. Parking shall only be allowed on designated parking areas as per survey and drawing identifying parking area. No parking will be allowed on any vegetation or public right-of-ways, only on paved areas. If deemed necessary, a financial guarantee, in an amount determined by the city's finance director and in a form approved by the city attorney and city council guaranteeing the repair of public right-of-way of any damage resulting to the right-of-way as a result of the temporary use. If off-site parking is to be utilized, permission must be in writing from the owner of said property.

**Traffic control:** Arrangements in the vicinity of the temporary use are to be arranged by the operators of the temporary use with the City of DeFuniak Springs Police Department. Traffic generation will not exceed that of similar uses in the Land Development Code or adversely impact flow of traffic and traffic volumes on adjacent roadways. Use of existing access drives is required unless otherwise approved.

**Debris Removal:** Site is to be kept cleared of all debris before, during and after the event. Waste receptacles are to be provided at the location during the temporary use. The applicant and property owner are responsible for removal of all debris from property. If deemed necessary, a financial guarantee, in an amount determined by the finance director and in a form approved by the city attorney guaranteeing that the premises will be cleared of all debris during and after

the event and that any damage to public property will be repaired at the cost of the property owner or applicant(s). The temporary use location area shall be the same at the end of the temporary use as it was at the beginning of the event. If erosion has occurred or vegetation is disturbed during such temporary use event, then the applicant shall repair the temporary use location site to the same or better condition as before the temporary use event occurred.

**Structure:** Only one temporary structure is allowed per temporary use. Temporary structures do not include motor homes, trailers, or other vehicles with axles. If a tent is used as a temporary structure a flame retardant certificate is required and a building permit must be obtained and inspected by the building and fire departments prior to operation. Lighting inside a tent requires an electrical permit obtained by a licensed electrical contractor. All applicable permits must be obtained prior to the installation of any temporary structures, lighting, signage, etc. If any stakes will be driven, or if the ground is penetrated in any way as a result of the event, 811 must be notified and utilities must be marked prior penetrating the ground.

**Signage:** Temporary use signage may not be installed on state or city right-of-way and shall be compatible with its surroundings. All signage must be removed from the site on or before the last day of the event.

**Inspection:** A Life Safety inspection must be made by the city prior to any sales being made or occupancy of tents. No electrical cords are to be permitted across any vehicular/pedestrian use area. Exits must be clearly marked. Extinguishers must be tagged with up-to-date inspections.

**Fees:** The City Manager, at his discretion, may waive the established fee for temporary uses that are government entity sponsored or sponsored by civic or nonprofit organizations. The City Manager may, in determination for a fee waiver request, require documentation establishing an organization's civic and/or nonprofit status.

| Event Type                                                                                               | Cost per occurrence                                                    |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
|                                                                                                          | (Assembling and dismantling days will constitute as a per day charge.) |
| Seasonal Sales (Christmas Trees/Pumpkin, Etc.)                                                           | \$50.00 per day                                                        |
| Car Wash fund raisers                                                                                    | \$50.00 per day                                                        |
| Tangible Dealer Products (clothing, shoes, street artists/craftsmen, tool, etc.) with prices under \$100 | \$50.00 per day                                                        |
| Tangible Dealer Products (clothing, shoes, street artists/craftsmen, tool, etc.) with prices above \$100 | \$100.00 per day                                                       |
| Low Speed Vehicle Rentals                                                                                | \$100.00 per day                                                       |
| Tangible Dealer Products (new and used cars*) any product sold for more than \$1,000                     | \$500.00 per day* (*Minimum of a \$2,500.00 charge will apply)         |

### DISCLOSURE OF INTEREST STATEMENT

BEFORE ME, on this day, appeared Eric J. Tanner, who acknowledges and attests that the following statements are true:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at and is the subject of this application (hereinafter the "Property").
2. That I am familiar with the legal ownership of the Property and have full knowledge of the names of all individuals that have an ownership interest in the Property or a legal entity owning an interest in the Property.
3. In addition, I am familiar with the individuals that have an ownership interest in the legal entity that is under contract to purchase the Property.
4. That, unless otherwise specified in paragraph 6 below, no City of DeFuniak Springs employee or elected official has an ownership interest in the Property or any legal entity (corporation, company, partnership, limited partnership, trust, etc.) that has an ownership interest in the Property or that has contracted to purchase the Property.
5. That the disclosure identified herein does not include any beneficial ownership interest that a City of DeFuniak Springs employee or elected official may have in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for sale to the general public.
6. That, if the ownership interest in the Property changes and results in this affidavit no longer being accurate, the undersigned will file a supplemental affidavit that identifies the name of any a City of DeFuniak Springs employee or elected official that subsequently acquires an interest in the Property.

Disclosure of interest held by a City of DeFuniak Springs employee or elected official (if none, then leave blank):  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ownership Percentage: \_\_\_\_\_

7. Disclosure of Interest or Contract for Sale held by other persons:

Interest Percentage: \_\_\_\_\_ OR Contract Type: \_\_\_\_\_ Contingent \_\_\_\_\_ Absolute

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

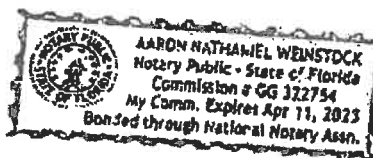
Property Owner Signature: [Signature] Date: 2-15-22  
\*\*\*\*\*NOTE: A NOTARY PUBLIC MUST WITNESS YOUR SIGNATURE\*\*\*\*\*

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was sworn to (or affirmed) and subscribed before me on February 15, 2022,  
by Eric J. Tanner, who is personally known to me or who has produced FL  
DL as identification.

Signature of Notary Public: [Signature]

STAMP/SEAL



**City of DeFuniak Springs**  
**Application Checklist**

This checklist is an attempt to help applicants understand the City's temporary use permit application and submission requirements. Please note that additional information may be requested by City personnel.

- **Completed & Signed Application**

Only complete, legible applications can be accepted. This includes the form on pages 1-2, the disclosure statement on page 3 of this packet and all required attachments.

This application must be received at least 30 days before the start of the temporary use.

An approved temporary use is allowed for up to two (2) weeks (including set-up/breakdown) and up to four (4) times per calendar year unless otherwise approved by City Council. Each two-week period shall be separated by at least one month within the same calendar year.

- **Required Attachments**

Fee for Temporary Use

Proof of Ownership (copy of recorded deed) or Lease agreement with notarized signature of property owner and applicant, including location of event, dates of sales, and type of sale event to take place

Site Plan

Aerial view of property, illustrating portion of property to be used for event

Location of tent, trash receptacles, portable toilets

Interior vehicular circulation

Signage

Interior Floor Plan of Tent

Exits/Isles/Areas for Displays/Fire Extinguishers

Method of Securing Tent (stakes in ground, barrels, weights, etc.)

Certificate of Flame Resistance for Tent

Portable Toilet Agreement (at least two required with one being handicapped accessible)

State of Florida Sales Tax/Resale Certificate

State of Florida Certification/Registration/License/Etc. (based on industry)

Insurance Certificate

Include the business name, temporary use type, location, and operation date(s)

Additional insured certificate holders:

City of DeFuniak Springs

Property Owner(s)

- **Review Process**

Planning Department personnel reviews application for completeness, verifies attachments are received, deposits fees, forwards application to City Review Team

City Review Team receives application and makes comments to Planning Department personnel

Comments are compiled and forwarded to the applicant

If required, the application is placed on City Council's agenda

The meeting is held and a decision is made (approve, deny, continue to another meeting)

If approved, Planning Department personnel will issue a Temporary Use Permit for the event

Please attach required documents to the application. Applications cannot be accepted if the application is not complete or if required documents and payment are not provided with the application. Please contact planning staff with any questions by calling 850-892-8571, Extension 116.



Overview

**Legend**

- City Labels
- Landmarks
- Parcels

|                |                         |                  |                                         |                 |          |                |          |              |           |       |          |
|----------------|-------------------------|------------------|-----------------------------------------|-----------------|----------|----------------|----------|--------------|-----------|-------|----------|
| Parcel Number  | 34-3N-19-19000-035-0010 | Physical Address | 906 US HWY 331                          | Building Value  | \$0      | Just Value     | \$74,307 | Last 2 Sales |           |       |          |
| Acreage        | 0.576                   | Mailing Address  | R GLATHINGHOUSE PARTNERSHIP             | Misc Value      | \$0      | Assessed Value | \$68,512 | Date         | 6/20/2016 | Price | \$100000 |
| Property Usage | VACANT                  | Address          | P O BOX 1456 DEFUNIAK SPRINGS, FL 32435 | Land Value      | \$74,307 | Exempt Value   | \$0      | 3/31/2015    | \$100     | N     | Q        |
|                |                         |                  |                                         | Ag Land Value   | \$0      | Taxable Value  | \$68,512 | MLS          |           | N     | U        |
|                |                         |                  |                                         | Ag Market Value | \$0      |                |          |              |           |       |          |

This map has been compiled from the most authentic information available and is to be used for assessment purposes only. Walton County Property Appraiser's Office assumes no responsibility for errors and/or omissions contained herein. THIS MAP IS NOT A SURVEY.

Date created: 7/15/2022  
Last Data Uploaded: 7/15/2022 7:20:26 AM

Developed by  **Schneider**  
GEOSPATIAL

CPH Rec: 18.50  
700.00  
718.50

This document prepared by:  
Scott M. Campbell  
Clark, Partington, Larry Bond & Stackhouse  
4100 Legendary Drive, Suite 200  
Destin, Florida 32541

CPH FILE # 16-5241

Parcel ID Number: 34-3N-19-19000-035-0010

STATUTORY WARRANTY DEED  
(§ 689.02, F.S.)

KNOW ALL MEN BY THESE PRESENTS, THAT Cynthia F. Smith, as to her separate and non-homestead property, whose address is 807 Greenbrier Lane, Tallahassee, FL 32308, (herein called the "Grantor"), for and in consideration of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto R. G. Lathinghouse Partnership, a Florida general partnership, whose address is P. O. Box 1456, DeFuniak Springs, FL 32435, (hereinafter called the "Grantee"), Grantee's successors and assigns, forever, the real property in Walton County, Florida, described as follows:

See Exhibit "A" attached hereto and made a part hereof

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Subject to taxes for the current and subsequent years; restrictions conditions, easements, reservations, and restrictions of record, if any, which are not hereby re-imposed.

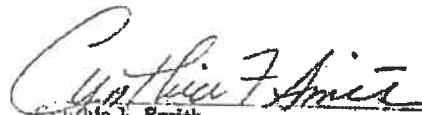
"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 20th day of June, 2016.

Signed, sealed and delivered  
In the presence of:

  
Jonathan Tidwell  
Print/Type Name of Witness

  
Scott M. Campbell  
Print/Type Name of Witness

  
Cynthia F. Smith

STATE OF FLORIDA  
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2016 by Cynthia F. Smith, who is ( ) personally known to me or ( ) has produced FL Driver's License as identification.



SCOTT M. CAMPBELL-WORK  
COMMISSION # 55378819  
NOTARY SEAL  
EXPIRES: February 28, 2017

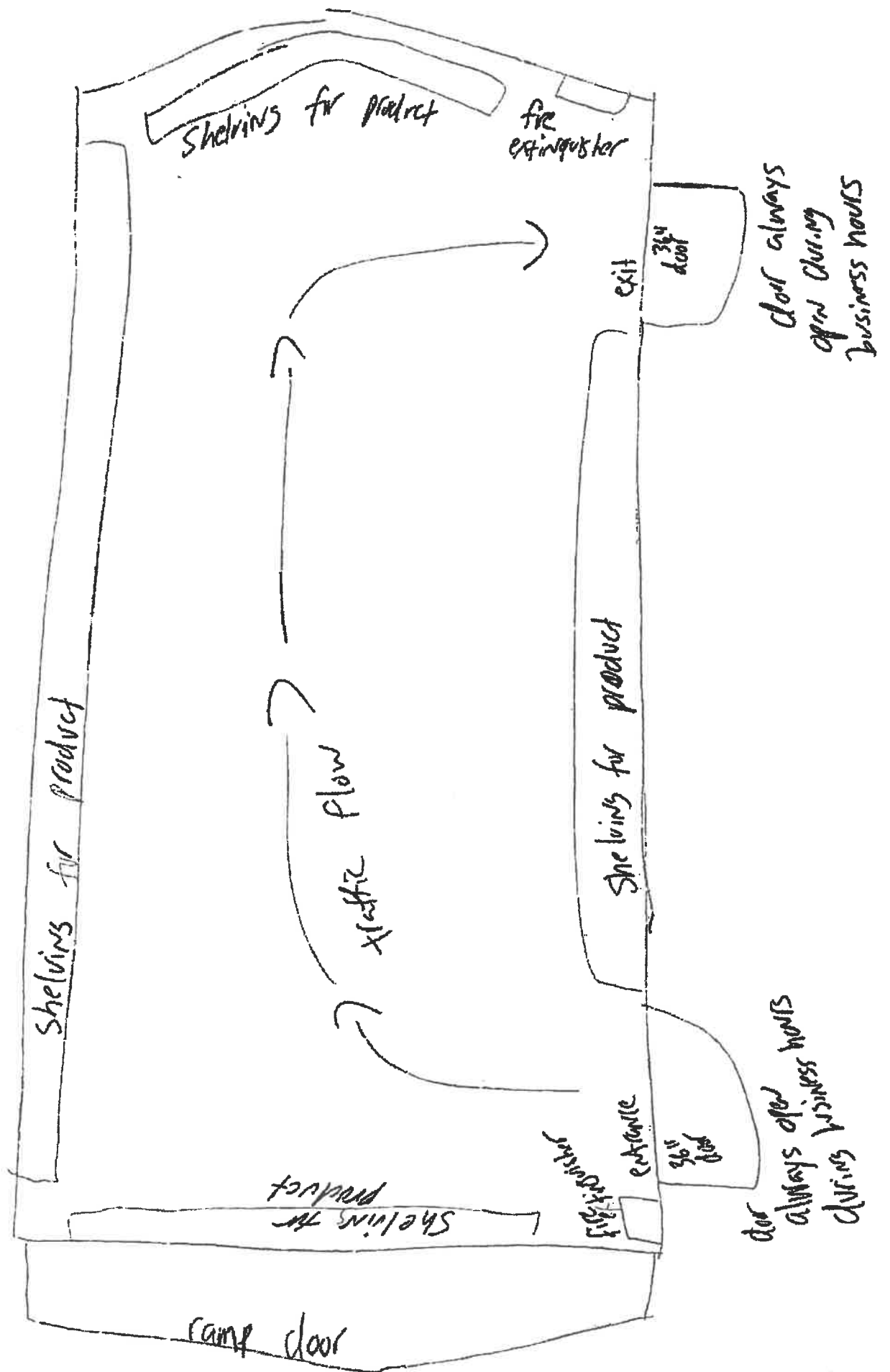
  
\_\_\_\_\_  
(Print/Type Name)  
NOTARY PUBLIC  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

Commence 1086 feet North of SE corner of Section 34, Township 3 North, Range 19 West, for Point of Beginning, continue North 132 feet; thence run West 164 feet; thence run South 132 feet; thence run East 164 feet to Point of Beginning; LESS AND EXCEPT any portion lying within the right of way of U. S. Highway 331; AND Commence at the SE corner of Section 34, Township 3 North, Range 19 West, Walton County, Florida, thence North 00 degrees 47 minutes 59 seconds East for a distance of 821.00 feet along the East line of said Section; thence North 88 degrees 36 minutes 00 seconds West for a distance of 148.92 feet to an existing iron rod on the West right-of-way line of U.S. 331; thence North 00 degrees 52 minutes 09 seconds East for a distance of 121.55 feet along said right-of-way line to an iron rod marking the Point of Beginning; thence North 01 degree 09 minutes 27 seconds East for a distance of 10.44 feet to an iron rod; thence North 88 degrees 36 minutes 07 seconds West for a distance of 330.01 feet to an iron rod; thence South 00 degrees 52 minutes 09 seconds West for a distance of 2.22 feet to an iron rod; thence South 87 degrees 10 minutes 28 seconds East for a distance of 330.14 feet to the Point of Beginning.

AND:

Commence at the Southeast corner of Section 34, Township 3 North, Range 19 West, Walton County, Florida, and run North 00°47'59"E, along the East line of said Section 34, a distance of 1086.00 feet; thence departing said section line run North 88°36'00"W, 148.57 feet to a point on the Westerly right-of-way line of State Road 83, (U.S. Highway 331), said point also being the Point of Beginning; thence North 88°36'00"W, 164.00 feet; thence North 00°52'09"E, 132.00 feet; thence South 88°36'00" East, 164.00 feet, to the said right-of-way line; thence South 00°52'09"W, along said right-of-way line, 132.00 feet to the Point of Beginning.





## 2024 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/23

**This Certificate Expires on December 31, 2024**

Business Name and Location Address

Certificate Number

FLORIDA FIRECRACKER COMPANY LLC  
650 US HIGHWAY 331 S  
DEFUNIAK SPRINGS, FL 32435-3349

76-8018465455-9

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

**Online:** Visit [floridarevenue.com/taxes/certificates](https://floridarevenue.com/taxes/certificates)

**Phone:** 877-357-3725 and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, and Android devices

**Jimmy Patronis**  
**CHIEF FINANCIAL OFFICER**  
**JoAnne Rice**  
**DIVISION DIRECTOR**



**Bruce Gillingham**  
**BUREAU CHIEF**  
**Catherine Thrasher**  
**SAFETY PROGRAM MANAGER**

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**  
**DIVISION OF STATE FIRE MARSHAL**  
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

**CERTIFICATE OF REGISTRATION**  
**SEASONAL RETAILER**  
**OFFICIAL COPY**

**THIS CERTIFIES THAT:** **FLORIDA FIRECRACKER COMPANY, LLC**  
**795 E JOHN SIMS PKWY**  
**NICEVILLE FL 32578**

Has registered pursuant to the provisions of Florida Statutes to engage in the business of selling sparklers at retail, from June 20 through July 5 and December 10 through January 2 at the following location:

906 U.S. HWY 331 SOUTH DEFUNIAK SPRINGS FL 32433 Walton

Issue Date: 02/01/2024  
Type: 07  
Class: 63  
County: Okaloosa  
License/Permit #: SR22-000015  
Expiration Date: 01/31/2025



  
**Chief Financial Officer**

**Batch Invoice #1679**

Invoice Date: 10/23/2024

Due Date: 10/23/2024

Created By: Customer

Office: (850) 333-5335

Service Address: 906 Hwy 331 S  
[Redacted] DeFuniak Springs, FL 32433

| Invoice # | Qty | Item                          | Dates                   | Cost     |
|-----------|-----|-------------------------------|-------------------------|----------|
| 1679      | 1   | 12 Yard Dumpster - 7 Days     | 12/26/2024 - 01/02/2025 | \$425.00 |
| 1679      | 1   | Standard Portable Toilet      | 12/26/2024 - 01/02/2025 | \$145.00 |
| 1679      | 1   | ADA Compliant Portable Toilet | 12/26/2024 - 01/02/2025 | \$195.00 |

Fees and Taxes: \$0.05

1 order - Total: **\$765.05** - Due: **\$765.05****Aaron Weinstock**

P: 850-218-5180 / M:

E: sjjustice64@gmail.com

**Service Address**

906 Hwy 331 S  
[Redacted]  
DeFuniak Springs, FL 32433

**Total Due: \$765.05**

Invoice Total: \$765.05

Total Paid: \$0.00

\$0.00

**Billing Address**

795 East John Sims Parkway

Niceville, FL 32578

Pay Balance

Sign Service Agreement

THIS LEASE is made between Florida Firecracker Company, LLC, hereafter called "Lessee," whose address for purposes of notice under this lease is 795 East John Sims Parkway, Niceville, Florida 32578, and RG Lathinghouse Partnership, herein after called "Lessor," whose address for purposes of notice under this lease is 840 U.S. Highway 331 South, DeFuniak Springs, Florida 32433.

The parties agree as follows:

1. **AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY.** Lessor leases to Lessee, and Lessee rents from Lessor, the following described commercial property: a portion of the property located at 906 U.S. Highway 331 South, DeFuniak Springs, Florida 32433. The portion of the property is the approximate 60x60 plot adjacent to Highway 331 and the South property line (adjacent to antique store).

2. **TERM OF LEASE.** The term of the lease is as follows:

The term of this lease shall be the periods of December 26, 2024 through January 2, 2025 and June 25, 2025 through July 5, 2025.

3. **RENTAL.**

a. Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the annual rent of \$400.00 and \$500.00, respectively which includes Florida sales tax, in lawful money of the United States of America. With Lessor's permission, Lessee may additional days for \$50 per day.

4. **SECURITY DEPOSIT.** Concurrent with the execution of this lease, Lessee has deposited with Lessor the sum of \$0.00.

5. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a Fireworks business; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted. The Lessee is allowed to power their business with small generators.

*fw*

b. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force.

c. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the consent of Lessor. The Lessee is allowed to place removable signage each day on the property.

d. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor reasonably may desire, at all reasonable times.

6. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

a. Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. Lessor will allow Lessee to place a dumpster in a non-conspicuous location on the property during the lease term.

c. Lessor will allow Lessee to place a portable toilet in a non-conspicuous location on the property during the lease term. The Lessee and its employees may also use the restrooms in Triangle Chevrolet Buick during its normal business hours.

d. Lessor will allow Lessee to place a 40x40 tent on the property during the terms of this lease.

7. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

8. Lessor may terminate this lease without penalty with thirty (30) days notice to Lessor.

AW

Notices to Lessee may be mailed or delivered to the leased premises, and proof of mailing or posting of those notices to the leased premises will be considered the equivalent of personal service on Lessee.

8. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

9. FLORIDA LAW. This lease will be governed by the laws of the state of Florida, as to both interpretations and performance.

10. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

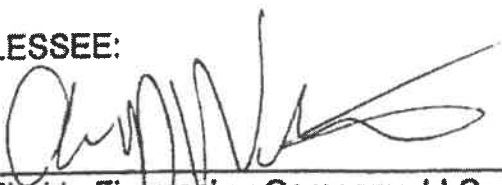
11. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

12. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

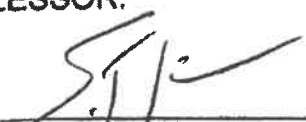
IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on July 8, 2024.

Signed, sealed, and delivered by

LESSEE:

  
\_\_\_\_\_  
Florida Firecracker Company, LLC

LESSOR:

  
\_\_\_\_\_  
R G Lathinghouse Partnership

AW



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                           |                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Hiscox Inc.<br>5 Concourse Parkway<br>Suite 2150<br>Atlanta GA, 30328                  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (888) 202-3007<br><b>E-MAIL ADDRESS:</b> contact@hiscox.com<br><b>FAX (A/C, No):</b>                                                       |
| <b>INSURED</b><br>Florida Firecracker Company, LLC<br>906 Highway 331 South<br>Defuniak Springs, FL 32433 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Hiscox Insurance Company Inc<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                                           | <b>NAIC #</b><br>10200                                                                                                                                                                          |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                     | ADDL INSD                                                              | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                 |                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------|----------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                                                                        |          | P100.441.072.3 | 08/05/2023              | 08/05/2024              | EACH OCCURRENCE \$ 300,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 300,000<br>GENERAL AGGREGATE \$ 300,000<br>PRODUCTS - COMP/OP AGG \$ 300,000<br>\$ |                                                                                                                   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                          |                                                                        |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                  |                                                                                                                   |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED RETENTION \$                                                                                                                                                                                                                                                        | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |          |                |                         |                         |                                                                                                                                                                                                                                        | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                          |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>if yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                         | <input type="checkbox"/> Y/N<br>N/A                                    |          |                |                         |                         |                                                                                                                                                                                                                                        | PER STATUTE<br>OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

fireworks retail sales  
12.26.24 to 1.1.2025  
906 S HWY 331 SOUTH Defuniak Springs FL 32433

**CERTIFICATE HOLDER****CANCELLATION**

Additional Insured:  
City of Defuniak Springs, PO Box 688, Defuniak Springs FL 32433  
Bk Lathinhouse Partnership, PO Box 1456, Defuniak Springs, FL 32433

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Planning Department Memorandum

### City Hall Location

1350 Baldwin Avenue  
DeFuniak Springs, FL 32435

### Mailing Address

Post Office Box 685  
DeFuniak Springs, FL 32435  
Phone: (850) 892-8500  
Fax: (850) 892-8506  
[www.defuniaksprings.net](http://www.defuniaksprings.net)

### Mayor

*Bob Campbell*

### City Council

*Todd Bierbaum*  
Council Member, Seat 1  
Mayor Pro-Tempore

*Josh Sconiers*  
Council Member, Seat 2

*Amy Heavilin*  
Council Member, Seat 3

*Glen Harrison*  
Council Member, Seat 4

*Anthony J. Vallée*  
Council Member, Seat 5

### City Manager

*Koby Townsend*

### City Clerk

*Rafael Ali*

To: DeFuniak Springs Mayor and City Council  
From: Christopher Strawn, Code Enforcement Officer  
Meeting Date: Thursday, November 14, 2024  
Subject: Request for Temporary Use Permit, Florida Firecracker Company LLC

Attached please find a Temporary Use Permit application (#2024-TUP-03) from Florida Firecracker Company LLC, requesting approval to have a firework stand at Triangle Chevrolet-Buick, Inc., 906 U.S. Highway 331 South, from December 26, 2024 – January 1, 2025. While our ordinance classifies this temporary use as a fireworks stand, they will only be selling items that are sparklers (defined by statute as “a device which emits showers of sparks upon burning, does not contain any explosive compounds, does not detonate or explode, is handled or ground based, cannot propel itself through the air and contains not more than 100 grams of the chemical compound which produces sparks upon burning.”)

The application was received on 10/24/2024. To date staff has received the following items:

- Application
- Site Plan
- Lease Agreement
- Permit from State Fire Marshal’s Office
- Insurance Certificate (naming city and property owner as additional insured)
- Port-a-Potty Agreement
- Application fee of \$350.00 (\$50 per day @ 7 days)

Staff has confirmed that the event complies with the following code requirements:

- Submittal timing (application was submitted 30 days prior to the date on which the permit is to take effect)
- Length of event (allowed for up to 14 calendar days – this request is for 7 days)
- Timing between events and number of events in a calendar year – up to 4 times per calendar year unless otherwise approved by Council, and each two-week period shall be separated by at least one month within the same calendar year.
- Distance between similar merchants (over 300’ from similar merchants)

- Hours of operation (not before 9:00 AM and not after 9:00 PM)
- No alcohol sales

The council is asked to take action on the application, which could be to approve the application (with or without conditions), deny the application or continue the application to a future meeting.

The application and supporting documents are attached for your review.



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Fire Department

**Presenter:**

Ross Sheffield , Fire Chief

**Request Type:** Action Item

**Does this item require legal review?** No

**Time Required for Request:** 1 minute

**Agenda Item Title:**

Request to Surplus Fire Hose

**Attachment(s):**

1. Argyle Vounteer Fire Department Hose Request

**Brief Summary:**

Argyle Volunteer Fire Department has requested a donation of the DeFuniak Springs Fire Department's old 5" hard suction fire hose. The fire hose is no longer in service and has been out of service for quite some time and is well past its life span. The hose is not compatible with our fire engines and cannot be carried on the engines, due to the new engine design.

**Action Requested:**

Approval to Surplus old fire hose to the Argyle Volunteer Fire Department.

**Issue Overview:****Background Information & Issue Summary:**

The 5" hard suction fire hose is old and beyond its useful life. The DeFuniak Springs Fire Department no longer uses this hose, and it has been out of service for quite some time. Additionally, the hose is not compatible with the fire engines, which makes it impossible to carry them onboard. Argyle Volunteer Fire Department requested this hose to be donated to their department.

**Financial Impacts:**

None.

**Staff Recommendations/Comments:**



# Argyle Volunteer Fire Department

P.O. Box 61 Argyle, FL 32422

Fire Chief

Jonathan Day

850.419.0170

To: City of Defuniak Spring

Date 09/19/2024

CC: Defuniak Spring Fire Department

The Argyle Volunteer Fire Department is requesting two sections of surplus drafting hose. The drafting hose will be used in our rural areas to pull water from either swimming pools, natural bodied of water or dump tanks. Please consider donating these hoses. Thank you for your consideration.

Chief Jonathan Day

A handwritten signature in blue ink, appearing to read "Chief Jonathan Day".

Argyle Volunteer Fire Department



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Agreement/Contract - Finance

**Does this item require legal review?** Yes, reviewed and approved.

**Time Required for Request:** 1 Minute

**Agenda Item Title:**

Ratification of Extension for USED A Grant 04-79-07649 - Walton County Economic Development Alliance

**Attachment(s):**

1. WCEDA Extension fro USED A Grant 04-79-07649

**Brief Summary:**

The construction effort to deliver the road, water and sewer into the first phase of the Woodlawn Industrial Park is complete. All invoices have been paid, but there are some legacy compliance challenges with the USED A documentation requirements that the WCEDA is working through. This extension would move the required close out date to January 9, 2025.

**Action Requested:**

Approval to ratify the extension agreement for USED A Grant 04-79-0749

**Issue Overview:**

Background Information & Issue Summary:

Financial Impacts:

Staff Recommendations/Comments:



16400 US Highway 331 S  
Suite B-2, #254  
Freeport, FL 32439-4192  
Phone (850) 892-4859

Ms. Ashley Rogers,  
Chairperson, Walton County Economic Development Alliance

Mr. Koby Townsend  
City Manager  
City of DeFuniak Springs, Florida

Mr. Tony Anderson  
Chairman, Walton County Board of Commissioners

28 October 2024

Re: Extension Approval for USED A Grant 04-79-07649

The construction effort to deliver the road, water and sewer into the first phase of the Woodlawn Industrial Park is complete, all the invoices have been paid, but there are some legacy compliance challenges with the USED A documentation requirements we are working through.

The USED A engineer helping bring the grant to close out has offered an extension of the required close out date to January 9, 2025, so the compliance issues can be worked and overcome.

To obtain the grant amendment extension, all beneficiaries of the USED A grant must sign the attached Form CD-451 amendment in triplicate.

WCEDA is requesting the Chairperson of the WCEDA, the Chairman of the Walton County Board of County Commissioners, and the City Manager of DeFuniak Springs sign the CD-451 for the time extension.

Please note that all signatures on CD-451 should be accomplished by November 14, 2024, to meet the USED A deadline. Please notify our office for pickup of the signed originals.

Our POC is David Underwood, Grants and Compliance Coordinator, (850)892-4859 or [dave@wcedafl.com](mailto:dave@wcedafl.com)

Sincerely,

A handwritten signature in black ink, appearing to read "Uriah Matthews".

Uriah Matthews  
Executive Director

A handwritten signature in black ink, appearing to read "David Underwood".

Attachment: USED A Award 04-79-07649 CD-451

|                                                                                  |                   |                                |                     |                             |                             |                                                                                          |  |
|----------------------------------------------------------------------------------|-------------------|--------------------------------|---------------------|-----------------------------|-----------------------------|------------------------------------------------------------------------------------------|--|
| FORM CD-451<br>(REV 10-03)<br>DAO 203-26                                         |                   |                                |                     | U.S. DEPARTMENT OF COMMERCE |                             | <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT |  |
| <h2 style="text-align: center;">AMENDMENT TO<br/>FINANCIAL ASSISTANCE AWARD</h2> |                   |                                |                     |                             |                             | <b>CFDA NO. AND PROJECT TITLE</b><br>11.307 Economic Adjustment Program                  |  |
|                                                                                  |                   |                                |                     |                             |                             | <b>AWARD NUMBER</b><br>04-79-07649                                                       |  |
|                                                                                  |                   |                                |                     |                             |                             | <b>AMENDMENT NUMBER</b><br>One (1)                                                       |  |
| <b>RECIPIENT NAME</b><br>Walton County Economic Development Alliance             |                   |                                |                     |                             |                             | <b>EFFECTIVE DATE</b><br>Date of Amendment Approval                                      |  |
| <b>STREET ADDRESS</b><br>16400 US Highway 332, STE B-2, #254                     |                   |                                |                     |                             |                             | <b>EXTEND AWARD PERIOD TO</b><br>01/09/2025                                              |  |
| <b>CITY, STATE, ZIP CODE</b><br>Freeport, Florida 32439                          |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>RECIPIENT NAME</b><br>City of DeFuniak Springs                                |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>STREET ADDRESS</b><br>1350 Baldwin Ave                                        |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>CITY, STATE, ZIP CODE</b><br>DeFuniak Springs, Florida 32435                  |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>RECIPIENT NAME</b><br>Walton County Board of Commissioners                    |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>STREET ADDRESS</b><br>76 North 6 <sup>th</sup> Street                         |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>CITY, STATE, ZIP CODE</b><br>DeFuniak Springs, Florida 32433                  |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>RECIPIENT NAME</b><br>Walton County Economic Development Alliance, Inc.       |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>STREET ADDRESS</b><br>16400 US Highway 331S, STE B-2, #254                    |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>CITY, STATE, ZIP CODE</b><br>Freeport, Florida 32439                          |                   |                                |                     |                             |                             |                                                                                          |  |
| <b>BUREAU</b><br>20                                                              | <b>FUND</b><br>40 | <b>FCFY</b><br>21              | <b>PROJECT TASK</b> | <b>ORGANIZATION</b><br>04   | <b>OBJECT CLASS</b><br>4110 |                                                                                          |  |
| <b>COSTS ARE REVISED AS FOLLOWS:</b>                                             |                   | <b>PREVIOUS ESTIMATED COST</b> | <b>ADD</b>          | <b>DEDUCT</b>               | <b>TOTAL ESTIMATED COST</b> |                                                                                          |  |
| <b>FEDERAL SHARE OF COST</b>                                                     |                   | \$482,417                      | \$                  | \$                          | \$482,417                   |                                                                                          |  |
| <b>RECIPIENT SHARE OF COST</b>                                                   |                   | \$278,467                      | \$                  | \$                          | \$278,467                   |                                                                                          |  |
| <b>TOTAL ESTIMATED COST</b>                                                      |                   | \$760,884                      | \$                  | \$                          | \$760,884                   |                                                                                          |  |

**REASON(S) FOR AMENDMENT**

No Cost Time Extension: The construction award period will be extended until January 9, 2025 to allow additional time to complete punch list items and close out the project.

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment

☒ Special Award Conditions

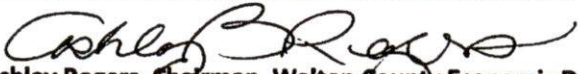
☐ Line Item Budget

☐ Other(s): \_\_\_\_\_

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

**H. Philip Paradice, Jr. Director, Atlanta Region**  
Digitally signed by H. Philip Paradice, Jr.  
Date: 2024.10.27 12:53:22 -04'00'

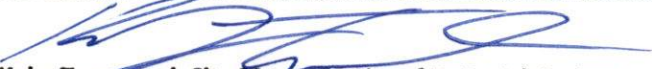
TYPE NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

  
**Ashley Rogers, Chairman, Walton County Economic Development Alliance**

DATE

10/31/2024

TYPE NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

  
**Koby Townsend, City Manager, City of DeFuniak Springs**

DATE

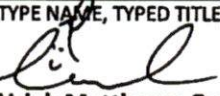
11/4/2024

TYPE NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

**Tony Anderson, Chairman, Walton County Board of Commissioners**

DATE

TYPE NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

  
**Uriah Matthews, Executive Director, Walton County Economic Development Alliance, Inc.**

DATE

10/29/24

ADMINISTRATION/IPSG ELECTRONIC FORM

**EXHIBIT "A"**

**U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)**

---

**Public Works and Development  
Facilities Amendment No.1**

**Investment No.: 04-79-07649**

**Recipient: Walton County Economic Development Alliance, City of DeFuniak Springs,  
Walton County Board of Commissioners, and Walton County Economic  
Development Council, Inc., Florida**

**The following amended award condition(s) is added:**

**AMENDED SPECIAL AWARD CONDITION**

- I. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following  
Project development time schedule:**

**Time allowed after Receipt of Financial Assistance Award for:**

**Return of Executed Financial Assistance Award..... 30 days**

**Start of Construction.....18 Months from Date of Grant Award**

**Must start construction by December 9, 2022**

**Construction Period..... 21 Months**

**Must complete construction by June 9, 2024**

**Project Closeout – All Project closeout documents including final financial information and  
any required program reports shall be submitted to the Government not more than 210 days  
after the date the Recipient accepts the completed project from the contractor(s). January 9, 2025**

**The Recipient shall pursue diligently the development of the Project so as to ensure completion  
within this time schedule. Moreover, the Recipient shall notify the Government in writing of  
any event, which could delay substantially the achievement of the Project within the prescribed  
time limits. The Recipient further acknowledges that failure to meet the development time  
schedule may result in the Government's taking action to terminate the Award in accordance  
with the regulations set forth at 15 CFR 24.43 (53 Fed. Reg. 8048-9, 8102, March 11, 1988).**



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** No

**Time Required for Request:** 5 Minutes

**Agenda Item Title:**

2025 City Council Meeting Dates

**Attachment(s):**

1. 2025 City Council Meeting Schedule

**Brief Summary:****Action Requested:**

Motion to accept 2025 City Council Meeting Dates.

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

N/A

**Staff Recommendations/Comments:**

# City of DeFuniak Springs

Phone: 850-892-8500 (City Hall)



Fax: 850-892-8506  
TDD: 850-892-8504

## 2025 CITY COUNCIL Meeting Schedule and Submission Deadline

The DeFuniak Springs City Council meets on the **second & fourth Monday of each month at 5:00 PM**, unless a meeting is rescheduled due to a city holiday.

| Submittal Deadline | Meeting Date               | Notes                       |
|--------------------|----------------------------|-----------------------------|
| January 7, 2025    | Monday, January 13, 2025   | Regularly Scheduled Meeting |
| January 21, 2025   | Monday, January 27, 2025   | Regularly Scheduled Meeting |
| February 4, 2025   | Monday, February 10, 2025  | Regularly Scheduled Meeting |
| February 18, 2025  | Monday, February 24, 2025  | Regularly Scheduled Meeting |
| March 4, 2025      | Monday, March 10, 2025     | Regularly Scheduled Meeting |
| March 18, 2025     | Monday, March 24, 2025     | Regularly Scheduled Meeting |
| April 8, 2025      | Monday, April 14, 2025     | Regularly Scheduled Meeting |
| April 22, 2025     | Monday, April 28, 2025     | Regularly Scheduled Meeting |
| May 6, 2025        | Monday, May 12, 2025       | Regularly Scheduled Meeting |
| May 20, 2025       | Monday, May 26, 2025       | Regularly Scheduled Meeting |
| June 3, 2025       | Monday, June 9, 2025       | Regularly Scheduled Meeting |
| June 17, 2025      | Monday, June 23, 2025      | Regularly Scheduled Meeting |
| July 8, 2025       | Monday, July 14, 2025      | Regularly Scheduled Meeting |
| July 22, 2025      | Monday, July 28, 2025      | Regularly Scheduled Meeting |
| August 5, 2025     | Monday, August 11, 2025    | Regularly Scheduled Meeting |
| August 19, 2025    | Monday, August 25, 2025    | Regularly Scheduled Meeting |
| September 2, 2025  | Monday, September 8, 2025  | Regularly Scheduled Meeting |
| September 16, 2025 | Monday, September 22, 2025 | Regularly Scheduled Meeting |
| October 7, 2025    | Monday, October 13, 2025   | Regularly Scheduled Meeting |
| October 21, 2025   | Monday, October 27, 2025   | Regularly Scheduled Meeting |
| November 4, 2025   | Monday, November 10, 2025  | Regularly Scheduled Meeting |
| November 18, 2025  | Monday, November 24, 2025  | Regularly Scheduled Meeting |
| December 2, 2025   | Monday, December 8, 2025   | Regularly Scheduled Meeting |

Physical Address:  
1350 Baldwin Avenue  
DeFuniak Springs, FL 32433

Email Address:  
cityclerk@defuniaksprings.net

Mailing Address:  
Post Office Box 685  
DeFuniak Springs, FL 32435

All Regular City Council meetings are open to the public.

City Council meeting agendas are available to the public during regular office hours at the City Hall, located at 1350 Baldwin Avenue, DeFuniak Springs, Florida AND on the City's website <https://www.defuniaksprings.net/>

Questions may be directed to the City Clerk by calling (850) 892-8500, Extension 1103, or by emailing the City Clerk at [cityclerk@defuniaksprings.net](mailto:cityclerk@defuniaksprings.net).



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Public Works

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Purchase

**Does this item require legal review?** Yes, reviewed and approved.

**Time Required for Request:** 1 Minutes

**Agenda Item Title:**

Request to Purchase Meters and Registers - Budgeted

**Attachment(s):**

1. Allegro Meter and Register DeFuniak Springs Quote - 10-21-2024
2. Empire Sole Source Letter

**Brief Summary:**

Staff needs to restock Meters and Registers for new connections and routine replacements. All the registers requested for purchase will be compatible with the new Water System that was budgeted for FY2025. Staff is creating a plan and inventory database of the remaining meters and registers that need to be replaced. This would allow the City to have all meters and registers replaced within a specified time frame to ensure efficiency and create a future capital replacement plan.

This purchase would be under a Sole Source Purchase from Empire Pipe & Supply, with certified Sole Source verification attached in accordance with Section 4.02 - Sole Source Purchases of the City's Purchasing Policy. This purchase was budgeted and will be pulled from GL: 400-000-533-4664

**Action Requested:**

Approval to purchase requested Meters and Registers

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

\$140,100

**Staff Recommendations/Comments:**



|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      |                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                     |               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|---------------|
| <b>For: CITY OF DEFUNIAK SPRINGS</b>                                                                                                                                                                                                                                                                                                                                                                                                           |     |      | <br>EMPIRE PIPE AND SUPPLY COMPANY - 2133 Broken Branch Way, Panama City, FL 32405<br>PHONE: 850-481-0788 FAX: 334-640-3025<br>QUANTITIES AND DESCRIPTIONS ARE BELIEVED TO BE TRUE BUT NOT GUARANTEED FOR ACCURACY. ALL "TAKE-OFFS" SHOULD BE REVIEWED BY CUSTOMER PRIOR TO PLACING ORDER |  | <b>Date: 10/21/2024</b>                                                                             |               |
| <b>To: RANDALL HOLDEN</b>                                                                                                                                                                                                                                                                                                                                                                                                                      |     |      |                                                                                                                                                                                                                                                                                                                                                                            |  | <b>Project:</b><br><br><b>ALLEGRO METER AND REGISTER PRICING</b><br><b>SOLE SOURCE MANUFACTURER</b> |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                | QTY | UNIT | <b>ITEM DESCRIPTION - MATERIAL PURCHASE</b>                                                                                                                                                                                                                                                                                                                                |  | PRICE                                                                                               | EXT           |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                              | 36  | ea   | 5/8 x 3/4 BLMJ Meter w/Bronze Bottom w/Allegro Register - UTG - Mobile                                                                                                                                                                                                                                                                                                     |  | \$ 295.00                                                                                           | \$ 10,620.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | B12-A31-A15-0101A-M                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                     |               |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                              | 6   | ea   | Octave Meter w/Encoder module, 5' Nicor & New Allegro Pit unit                                                                                                                                                                                                                                                                                                             |  | \$ 2,200.00                                                                                         | \$ 13,200.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | w/2' Nicor-Mobile                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                     |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | O301-M1-A10-M                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                     |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | <b>ALLEGRO REGISTER COST</b>                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                     |               |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                              | 600 | ea   | Allegro UTG Register Kit - 5/8" gear ratio 700.7                                                                                                                                                                                                                                                                                                                           |  | \$ 190.00                                                                                           | \$ 114,000.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | 199-070-38-06-M                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                     |               |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                              | 12  | ea   | Allegro UTG Register Kit - 1 1/2"                                                                                                                                                                                                                                                                                                                                          |  | \$ 190.00                                                                                           | \$ 2,280.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | 199-070-38-06-M                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                     |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | <b>Any questions, please call:</b>                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                     | \$ 140,100.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | <b>Robert Peterson - 251-533-9028</b>                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                     |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |      | <a href="mailto:robert@empirepipe.com">robert@empirepipe.com</a>                                                                                                                                                                                                                                                                                                           |  |                                                                                                     |               |
| DUE TO CURRENT MARKET CONDITIONS, ALL QUOTES ARE VALID FOR UP TO 180 DAYS FROM THE DATE OF QUOTATION AND ARE SUBJECT TO CHANGE AT ANY TIME. ALL CONTRACTS AND SHIPMENTS ARE CONTINGENT ON STRIKES, ACCIDENTS, AND OTHER CAUSES BEYOND OUR CONTROL. THIS QUOTATION IS SUBJECT TO THE ADDITION OF ANY TAX IMPOSED BY ANY PRESENT OR FUTURE FEDERAL, STATE, COUNTY, OR MUNICIPAL LAW. ALL SALES ARE SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. |     |      |                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                     |               |
| <div style="display: flex; justify-content: space-around; align-items: center;">     </div>     |     |      |                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                     |               |



## Memorandum

To: City Council Members and Interim City Manager Michael Barker

Date: 05/05/2023

From: Andrea Jarrard- City Clerk

Re: Sole Source Vendor- Empire Pipe and Supply

---

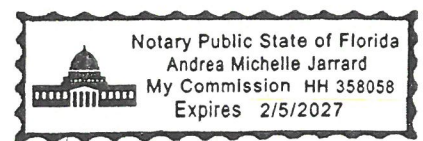
This memorandum confirms that Empire Pipe and Supply is a sole source vendor for the City for Defuniak springs for the purchase of meters, AMR radio registers, and repair materials needed for operation of the city's metering system. Please file this Memorandum as Empire Pipe and Supply, Sole Source certification.

Per the city's purchasing policy Sole Source Certification section 4.05- A. Sole Source Certification. A contract may be awarded for a supply, service, material, equipment, or construction item(s) without competition when the Purchasing Officer with the concurrence of the City Clerk, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required, material, supply, service equipment, or construction item(s).

Such awards will be made, Within the authorized procurement limits. When a purchase exceeds five thousand dollars(\$5,000), the item will be placed on the agenda for Council approval and clarification that, the vendor has been determined to be a sole source.

ATTEST:

  
Andrea Jarrard, City Clerk





## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 10 Minutes

**Agenda Item Title:**

Request Approval of Trustmark Bank 12-Month Extension

**Attachment(s):**

1. Trustmark Letter 11-01-24\_Redacted

**Brief Summary:**

The City currently uses Trustmark Bank for Treasury Services and the current agreement is set to expire at the end of November. This 12-month extension proposal from Trustmark Bank would keep all the same terms and fees, but would give the City a fixed interest rate of 3.10% on all checking accounts that are interest-bearing eligible. Currently, the City receives no interest on operating accounts.

**Action Requested:**

Approval of the 12-month Trustmark Bank Public Fund Account Proposal

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

Interest Income to be determined.

**Staff Recommendations/Comments:**



Joe Holt  
144 Harrison Avenue  
Panama City, FL 32401  
850-784-2326 ☎  
sholt@trustmark.com ✉

11/01/2024

Koby Townsend  
City Manager  
1350 Baldwin Avenue  
Defuniak Springs, FL 32435

***Re: City of Defuniak Springs Public Fund Accounts Bid***

Dear Mr. Townsend:

Trustmark National Bank ("Trustmark"), a national banking association operating in the State of Florida, is pleased to be considered for the opportunity to continue to serve as a depository bank of public funds for the City of Defuniak Springs (the "City") demand deposit accounts (the "Accounts") tentatively beginning on December 1, 2024, and continuing for a period of one (1) year, ending on November 30, 2025 (the "Term").

Trustmark has fully qualified to be a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act and is designated to receive public deposits as defined in Subsection 280.02(13), Florida Statutes. A copy of Trustmark's certification as a Qualified Public Depository is attached. Trustmark agrees to serve as a depository bank and financial institution for the City subject to the terms of the Trustmark Deposit Account Agreement and as otherwise set forth herein.

Trustmark agrees to convert the City's current public funds non-interest bearing checking accounts to public funds interest bearing checking accounts, with the exception of the City's Customer Deposits account [REDACTED] and American Rescue Plan Act account [REDACTED]. These two accounts will remain non-interest bearing. The City's funds held in the converted interest bearing checking accounts will earn interest at the fixed rate of 3.10% (the "Preferred Rate"). Interest will be calculated on the daily collected balance. Trustmark agrees to continue to waive all fees associated with the City's accounts (both interest bearing checking accounts and non-interest bearing checking accounts, where applicable), including, but not limited to regular DDA account service and maintenance fees, as well as any Cash Management Services currently provided to the City, including but not limited to ACH Services, Online Banking, Fraud Services, Remote Deposit Capture, etc. Please see attached Miscellaneous Service Fees and Cash Management Pricing fee schedules for details.

*People you trust.*  
*Advice that works.*

The Preferred Rate will not be applied until our receipt of a fully executed copy of this Letter Agreement (Bid Acceptance) and will not be applied prior to the Term start date. If the bid is accepted prior to the Term start date, the Preferred Rate will be applied within thirty (30) days of the Term start date on existing accounts. If the bid is accepted after the Term start date, the Preferred Rate will be applied within thirty (30) days of our receipt of this executed Letter Agreement on existing accounts. Once the bid has been accepted and the Term has begun, the Preferred Rate will be applied within thirty (30) days of account opening on subsequent new accounts for the duration of the Term. If a fully executed copy of this Letter Agreement is not received within thirty (30) days of the anticipated Term start date, it will be assumed that the Preferred Rate was not accepted, and the City's accounts will not earn the Preferred Rate.

You agree to examine your account statement promptly each statement period. If you discover (or reasonably should have discovered) any error in the Preferred Rate you must promptly notify us in writing. You agree that the time you have to examine your statement and report to us any errors will not, in any circumstances, exceed thirty (30) days from the earlier of when the statement was first sent by us or made available to you. You agree that if you do not advise us of any errors within sixty (60) days after we first send or make that statement available, you cannot assert a claim against us on any error described in that statement and the loss will be entirely yours.

Trustmark offers a variety of Public Fund Cash Management Services and Products, which offer public funds customers an improved bottom line by accelerating cash inflows and controlling cash outflows. This, coupled with options to make the best use of your funds, provides an effective means of managing your financial requirements.

*The rates included in this letter are for funds owned by a governmental unit or funds held in the name of a public official or governmental unit derived from taxes or fees and/or other public fund revenue collected and on deposit in a public funds account only, and excludes any bond proceeds, federal or state matching funds, and/or other funds received from sources other than taxes or fees and/or other public fund revenue collected, including, but not limited to funds received through federal or state charitable sources or grants. Bond proceeds, federal and state matching funds, funds other than derived from taxes or fees and/or other public fund revenue collected, or any new funds not originally considered in this bid may not be eligible for the preferred rate set forth in this letter and will be reviewed on a case-by-case basis.*

Please acknowledge your agreement to the terms and conditions set forth herein.

Sincerely,

**TRUSTMARK NATIONAL BANK**



Joe Holt

President – Bay County Florida

Commercial Relationship Manager

**AGREED AND ACKNOWLEDGED:**

**CITY OF DEFUNIAK SPRINGS**

By (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*People you trust.*  
Advice that works.



Effective as of 11/01/2024

## Miscellaneous Service Fees

| Product/Service                                                                                                          | Pricing                                                                                          | Charge    |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------|
| Maintenance Fee (Public Funds Interest Bearing Checking)                                                                 | \$10.00 per month, per account with a balance that falls below \$1,000 any time within the month | No/Waived |
| Maintenance Fee (Public Funds Non-Interest Bearing Checking)                                                             | \$17.00 per month but offset by an earnings credit based on account balance                      | No/Waived |
| Stop Payments                                                                                                            | \$36.00                                                                                          | No/Waived |
| Wire Transfers - Outgoing                                                                                                | \$25.00                                                                                          | No/Waived |
| International Wires - Outgoing                                                                                           | \$50.00                                                                                          | No/Waived |
| Wire Transfers - Incoming                                                                                                | \$15.00                                                                                          | No/Waived |
| Bank Deposit Bags <ul style="list-style-type: none"> <li>Zipper</li> <li>Small Locking</li> <li>Large Locking</li> </ul> | \$3.00<br>\$40.00<br>\$50.00                                                                     | No/Waived |
| Deposit Slips                                                                                                            | Based on Selection                                                                               | No/Waived |
| Checks                                                                                                                   | Based on Selection                                                                               | No/Waived |
| Deposit Items Returned                                                                                                   | \$10.00                                                                                          | No/Waived |
| Redeposited Items Returned                                                                                               | \$13.00                                                                                          | No/Waived |
| Research/Statement Reproduction                                                                                          | \$7.50 per 15 Minutes (min. \$7.50), plus per item fees.                                         | No/Waived |
| Checks Paid and Debit Items                                                                                              | \$0.25                                                                                           | No/Waived |
| Items Deposited On-Us                                                                                                    | \$0.15                                                                                           | No/Waived |
| Electronic Credits                                                                                                       | \$0.15                                                                                           | No/Waived |
| Number of Deposits                                                                                                       | \$0.15                                                                                           | No/Waived |
| Coin Rolls Purchased (Per Roll)                                                                                          | \$0.10                                                                                           | No/Waived |
| Currency Straps Purchased (Per Strap)                                                                                    | \$1.00                                                                                           | No/Waived |
| Currency/Coin Deposited per \$100                                                                                        | \$0.15                                                                                           | No/Waived |
| Overdraft & NSF Charges                                                                                                  | \$36.00                                                                                          | No/Waived |
| Address Unknown Processing Fee                                                                                           | \$5.00                                                                                           | No/Waived |
| Official Checks                                                                                                          | \$8.00                                                                                           | No/Waived |

*People you trust.*  
Advice that works.



Effective as of 11/01/2024

## Cash Management Pricing

| Product/Service                                                     | Pricing                                                                          | Charge    |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------|
| Online Banking – myTrustmark Corporate Advantage (Optional Service) | \$40.00 per month up to 5 accounts, \$5.00 per month for each additional account | No/Waived |
| Remote Deposit Capture (Optional Service)                           | \$50.00 per month,<br>\$.06 per item<br>(Scanner cost not included)              | No/Waived |
| ACH Origination (Optional Service)                                  | \$25.00 per month,<br>\$.13 per transaction                                      | No/Waived |
| ACH Alert (Optional Service)                                        | \$35.00 for first account,<br>\$15.00 for each additional account                | No/Waived |
| Positive Pay (Optional Service)                                     | \$75.00 per account,<br>\$.06 per item                                           | No/Waived |
| Additional Cash Management Services available upon request          | Trustmark Standard Rate                                                          | Yes       |

*People you trust.*  
*Advice that works.*



**STATE OF FLORIDA**  
Office of the Chief Financial Officer  
Division of Treasury  
Bureau of Collateral Management

---

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY**  
UNDER THE FLORIDA SECURITY FOR  
PUBLIC DEPOSITS ACT

This is to certify that

**TRUSTMARK NATIONAL BANK**  
248 EAST CAPITOL STREET  
JACKSON, MISSISSIPPI 39201

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 21st day of March, 2011.

A handwritten signature in black ink, appearing to read "J. W. Atwater", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 10 Minutes

**Agenda Item Title:**

Library Repair Funding and Request for Proposals

**Attachment(s):**

None

**Brief Summary:**

At the October 28th Regular Meeting, the City Council directed the City Manager to bring back a plan to fund up to \$250,000 for necessary repairs at the DeFuniak Springs Library. Additionally, at the September 23rd Regular Meeting, the City Council authorized the City Manager to transmit Notice of Non-Renewal letters for all City held Certificates of Deposit. Therefore, staff request to use the funds currently held at Ameris Bank in Certificates of Deposit to fund the library repairs. These CD's are set to mature between November 30, 2024 and January 15, 2025. The total amount at Ameris Bank as of 9/30/2024 is \$313,956.97. Additional funds not used for repairs will be placed into the appropriate reserve account and recorded by Finance. This will be a Due-To-Due-From and will be reimbursed from interest earned on City accounts.

Lastly, staff is working with Dewberry Engineers to create a Request for Proposals for the necessary repairs. As of 11/8/2024, we do not have a prepared RFP. If the RFP is ready by 11/14/2024, a copy will be provided at the meeting, for the City Council and the public. If the RFP is not ready by 11/14/2024, the City Manager will request approval to move forward with advertising upon review by the City Attorney and that the RFP will be brought back at the next City Council Regular Meeting for ratification.

Staff is currently gathering quotes for a building inspection, termite inspection, and WDO inspection. These inspections would help the City anticipate any major issues prior to commencing work on the project.

The bid process is expected to take a minimum of 60 days from RFP issuance to contract approval. Therefore, the CD's at Ameris Bank will have matured prior to receiving any invoice for work from a contractor.

**Action Requested:**

1) Approval to designate \$250,000 from City held Certificates of Deposit at Ameris Bank for necessary repairs to the DeFuniak Springs Library.

2) Approval to advertise Request for Proposals for DeFuniak Springs Library Repairs

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

\$250,000

**Staff Recommendations/Comments:**



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 5 Minutes

**Agenda Item Title:**

Invitation to Bid 2024-PW-01 - Request to Enter into Negotiations

**Attachment(s):**

1. ITB 2024-PW-01 Bid info
2. Ferguson Waterworks ITB 2024-PW-01 Digital Copy

**Brief Summary:**

The City Council authorized staff to issue ITB 2024-PW-01 for Indefinite Delivery / Indefinite Quantity of Water and Wastewater Materials on September 23rd. The bid closed on October 22, 2024, and only one bid was received: Ferguson Waterworks. The bidder provided the necessary information related to cost of materials but did not answer the four questions listed within the ITB that were required. Staff is asking to waive the questions requirement and allow the City Manager and City Attorney to begin negotiations with Ferguson Waterworks for an IDIQ contract.

**Action Requested:**

Approval to enter negotiations with Ferguson Waterworks and bring back an IDIQ contract for City Council approval.

**Issue Overview:****Background Information & Issue Summary:**

The City Manager brought the idea of an IDIQ contract before the City Council in hopes that being able to purchase materials directly from one vendor for Water and Wastewater materials would increase response time and reduce overall material costs.

**Financial Impacts:**

TBD

**Staff Recommendations/Comments:**

|  |
|--|
|  |
|--|

Invitation To Bid (ITB)  
No. 2024-PW-01 Indefinite Delivery  
Indefinite Quantity Contract for  
Water and Wastewater Materials

**\*Page 2 contains required information for consideration**

The City of DeFuniak Springs is soliciting sealed bids to provide Indefinite Delivery / Indefinite Quantity Contract for Water and Wastewater Materials. Sealed Bids will be received in the City Clerk's Office, City of DeFuniak Springs, 1350 Baldwin Avenue, PO Box 685, DeFuniak Springs, FL 32433 on or by October 22, 2024, no later than 2:00 P.M. (CT). Bids will be opened at 2:01 P.M. (CT) in CITY HALL COUNCIL CHAMBERS, 1350 Baldwin Avenue, DeFuniak Springs, FL 32433.

One (1) unbound original, and one (1) electronic copy of the response shall be submitted in a sealed package clearly marked on the outside "ITB 2024-PW-01 Indefinite Delivery Indefinite Quantity Contract for Water and Wastewater Materials" and addressed to Rafael Ali, City Clerk, City of DeFuniak Springs, 1350 Baldwin Avenue, PO Box 685, DeFuniak Springs, FL 32433.

All Bids will be publicly opened and only the names of the Respondents will be disclosed. Bids received after the assigned date and time will NOT be considered. ATTENTION ALL INTERESTED RESPONDENTS: Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-892-8500, ext. 1103 or email [cityclerk@defuniaksprings.net](mailto:cityclerk@defuniaksprings.net).

**NO CONTACT CLAUSE:**

All prospective Respondents are hereby instructed NOT to contact any member of the City of DeFuniak Springs, City Council, City Manager, or City of DeFuniak Springs staff member other than the authorized City contact person identified in this solicitation, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office at 850-892-8500, ext. 1103. Office Hours: MONDAY-FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at [cityclerk@defuniaksprings.net](mailto:cityclerk@defuniaksprings.net).

The City of DeFuniak Springs reserves the right to reject any and all proposals, waive any informality, and award in the best interest of the City of DeFuniak Springs. The City of DeFuniak Springs is an Affirmative Action/Equal Opportunity/ADA Employer and a Drug-Free Workplace.

## Required Information

Answers to the following questions will be based off of Attachment A – General Water and Wastewater Materials List and are **required** for consideration.

- 1) Does the company have the ability to supply all of the materials listed within Attachment A (or an adequate substitute)?
- 2) Please provide a per unit or per package cost for one (1) of every item listed within Attachment A.
- 3) The City of DeFuniak Springs, like any other utility company, has unexpected emergency repairs that arise from time to time. Please describe the company's ability to respond to an emergency supply order, whether that be during working hours or after.
- 4) Please provide the company's closest warehouse/location in proximity to the City of DeFuniak Springs City Hall (1350 Baldwin Avenue).

13:38:23 OCT 22 2024

Page 1 of 22

FERGUSON WATERWORKS #1204

Price Quotation  
Phone: 850-622-9166  
Fax: 850-622-9168

**Bid No:** B410151  
**Bid Date:** 10/22/24  
**Quoted By:** JAK

**Cust Phone:** 850-892-8500  
**Terms:** NET 10TH PROX

**Customer:** CITY OF DEFUNIAK SPRINGS  
PO BOX 685  
DEFUNIAK SPRINGS, FL 32435

**Ship To:** CITY OF DEFUNIAK SPRINGS  
PO BOX 685  
DEFUNIAK SPRINGS, FL 32435

**Cust PO#:**

**Job Name:** 2025 ANNUAL BID

| Item               | Description                         | Quantity | Net Price | UM | Total  |
|--------------------|-------------------------------------|----------|-----------|----|--------|
| METER BOXES        |                                     |          |           |    |        |
| DDFW1200TT121      | 13X18X12 D1200TT MTR BX W/ BLK LID  | 1        | 26.000    | EA | 26.00  |
| DDFW36C12BODY      | 16X11X12 C BLK PLYMR BDY            | 1        | 64.500    | EA | 64.50  |
| DDFW36C1ELID       | DFW36C-1E-LID SOL REG UTIL *X       | 1        | 38.500    | EA | 38.50  |
| DDFW1730C12BODY    | 17X30X12 C BLK BODY                 | 1        | 131.000   | EA | 131.00 |
| DDFW1730CETDEEP    | 17X30 C ET DP LID *X                | 1        | 121.000   | EA | 121.00 |
| DEKORRA ENCLOSURES |                                     |          |           |    |        |
| D302GTC2           | 48X16-1/2X27 ENC GREE LG *X         | 1        | 380.000   | EA | 380.00 |
| D301GTC2           | 34X16-1/2X26-1/2 ENC GREE SM *X     | 1        | 290.000   | EA | 290.00 |
| VLV BOXES          |                                     |          |           |    |        |
| IVBR514U           | 5-1/4X6 VLV BX RSR                  | 1        | 55.000    | EA | 55.00  |
| IVBR514P           | 5-1/4X4 VLV BX RSR                  | 1        | 41.000    | EA | 41.00  |
| IVBR514M           | 5-1/4X3 VLV BX RSR                  | 1        | 38.000    | EA | 38.00  |
| IVBR514K           | 5-1/4X2 VLV BX RSR                  | 1        | 29.000    | EA | 29.00  |
| IVBR514G           | 5-1/4X1 VLV BX RSR                  | 1        | 21.100    | EA | 21.10  |
| IVBLIDS            | 5-1/4 CI VLV BX LID SWR             | 1        | 15.000    | EA | 15.00  |
| IVBLIDW            | 5-1/4 CI VLV BX LID WTR             | 1        | 15.000    | EA | 15.00  |
| MARKERS            |                                     |          |           |    |        |
| 3M7100178134       | 1404-XR GREE WST WTR BALL MRKR      | 1        | 14.000    | EA | 14.00  |
| 3M7100178135       | 1403-XR BLUE WTR BALL MRKR          | 1        | 14.000    | EA | 14.00  |
| PSD3105B52         | 3X1000 UG DET WTR BLUE              | 1        | 31.000    | EA | 31.00  |
| PSD3105PP115       | 3X1000 UG DET RECLMD WTR PURP       | 1        | 31.000    | EA | 31.00  |
| 3M7100177979       | 1408-XR PURP GP BALL MRKR           | 1        | 14.000    | EA | 14.00  |
| FLAGS & PAINT      |                                     |          |           |    |        |
| P4521B             | 4X5 21 WIRE FLAG BLUE 100 PK        | 1        | 17.000    | PK | 17.00  |
| R203031            | WTRBASE MARK PAINT CBLUE            | 1        | 5.990     | EA | 5.99   |
| P4521G             | 4X5 21 WIRE FLAG GREE 100 PK        | 1        | 17.000    | PK | 17.00  |
| R203023            | *0422 FLOR GREEN INV MARK PAINT SOL | 1        | 5.990     | EA | 5.99   |



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|-------------|-------------------------------------|----------|-----------|----|--------|
| P4521PP     | 4X5 21 WIRE FLAG PURPLE 100 PK      | 1        | 17.000    | PK | 17.00  |
| R1868838    | SAF PURP INV MARK PAINT WTR         | 1        | 8.010     | EA | 8.01   |
| PRE4521W    | 4X5 21 WIRE FLAG WHIT 100 PK        | 1        | 14.320    | PK | 14.32  |
| NS          | 1815002                             | 1        |           |    |        |
|             | ----                                |          |           |    |        |
|             | BARREL LOCKS                        |          |           |    |        |
|             | -----                               |          |           |    |        |
| H93480132   | #4 LCK KEY MOD                      | 1        | 28.000    | EA | 28.00  |
| H93180100   | #4 SILV LCK W/ END CAP              | 1        | 5.500     | EA | 5.50   |
|             | ----                                |          |           |    |        |
|             | RESTRAINTS                          |          |           |    |        |
|             | -----                               |          |           |    |        |
| SSLCE18     | 18 PVC WDG REST GLND *ONELOK        | 1        | 360.000   | EA | 360.00 |
| SSLCE14     | 14 PVC WDG REST GLND *ONELOK        | 1        | 180.000   | EA | 180.00 |
| SSLCE16     | 16 PVC WDG REST GLND *ONELOK        | 1        | 250.000   | EA | 250.00 |
| SSLCE18     | 18 PVC WDG REST GLND *ONELOK        | 1        | 360.000   | EA | 360.00 |
|             | ----                                |          |           |    |        |
| RGRASDI12   | *NAS 12 GRIP RNG ACCY SET F/ DI/C90 | 1        | 198.000   | EA | 198.00 |
| RGRAPDI10   | 10 GRIP RNG ACCY PK F/ DI/C900      | 1        | 153.000   | EA | 153.00 |
| RGRAPDI10   | 10 GRIP RNG ACCY PK F/ DI/C900      | 1        | 153.000   | EA | 153.00 |
| RGRAPDIX    | 8 GRIP RNG ACCY PK F/ DI/C900       | 1        | 118.000   | EA | 118.00 |
| RGRAPIPX    | 8 GRIP RNG ACCY PK F/ IPS PVC       | 1        | 118.000   | EA | 118.00 |
| RGRAPIPU    | 6 GRIP RNG ACCY PK F/ IPS PVC       | 1        | 90.000    | EA | 90.00  |
| RGRAPDIP    | 4 GRIP RNG ACCY PK F/ DI/C900       | 1        | 61.000    | EA | 61.00  |
| RGRASIPP    | 4 GRIP RNG ACCY SET F/ IPS PVC      | 1        | 61.000    | EA | 61.00  |
|             | ----                                |          |           |    |        |
| SSLCEP10    | 10 PVC WDG REST GLND PK *ONELOK     | 1        | 133.000   | EA | 133.00 |
| IMJBGPI10   | 10 MJ C153 BLT GSKT PK L/ GLAND     | 1        | 30.000    | EA | 30.00  |
| IMJTBGP10   | 10 MJ TRANS BLT GSKT PK L/ GLAND    | 1        | 48.000    | EA | 48.00  |
| SSLCE10     | 10 PVC WDG REST GLND *ONELOK        | 1        | 130.000   | EA | 130.00 |
|             | ----                                |          |           |    |        |
| SSLCEP8     | 8 PVC WDG REST GLND PK *ONELOK      | 1        | 85.000    | EA | 85.00  |
| IMJBGPIX    | 8 MJ C153 BLT GSKT PK L/ GLAND      | 1        | 21.000    | EA | 21.00  |
| IMJTBGPX    | 8 MJ TRANS BLT GSKT PK L/ GLAND     | 1        | 30.000    | EA | 30.00  |
| SSLCE8      | 8 PVC WDG REST GLND *ONELOK         | 1        | 58.000    | EA | 58.00  |
|             | ----                                |          |           |    |        |
| SSLCEP6     | 6 PVC WDG REST GLND PK *ONELOK      | 1        | 68.000    | EA | 68.00  |
| IMJBGPIU    | 6 MJ C153 BLT GSKT PK L/ GLAND      | 1        | 19.000    | EA | 19.00  |
| IMJTBGPU    | 6 MJ TRANS BLT GSKT PK L/ GLAND     | 1        | 25.000    | EA | 25.00  |
| SSLCE6      | 6 PVC WDG REST GLND *ONELOK         | 1        | 42.000    | EA | 42.00  |
|             | ----                                |          |           |    |        |
| SSLCEP4     | 4 PVC WDG REST GLND PK *ONELOK      | 1        | 54.000    | EA | 54.00  |
| IMJBGPP     | 4 MJ C153 BLT GSKT PK L/ GLAND      | 1        | 18.000    | EA | 18.00  |
| IMJTBGPP    | 4 MJ TRANS BLT GSKT PK L/ GLAND     | 1        | 21.000    | EA | 21.00  |
| SSLCE4      | 4 PVC WDG REST GLND *ONELOK         | 1        | 35.000    | EA | 35.00  |
|             | ----                                |          |           |    |        |
|             | METER WASHERS                       |          |           |    |        |
|             | -----                               |          |           |    |        |
| BR332       | 3/4X1/32 RUB MTR GSKT               | 1        | 0.100     | EA | 0.10   |
|             | ----                                |          |           |    |        |
|             | FORD MTR BOX GRIP FITTINGS          |          |           |    |        |
|             | -----                               |          |           |    |        |
| FHHS31323NL | LF 3/4 MTR X FIP STRT DUAL CHK VLV  | 1        | 82.995    | EA | 83.00  |
| A70LF10401  | LF 3/4 BRZ 600# THRD SP BV          | 1        | 37.890    | EA | 37.89  |
| FF11003GNL  | LF 3/4 MIP X CTS GJ CORP ST         | 1        | 43.038    | EA | 43.04  |
| FF10003GNL  | LF 3/4 CC X CTS GRIP COMP CORP ST   | 1        | 43.038    | EA | 43.04  |
| FF17003NL   | LF 3/4 MIP X FIP CORP               | 1        | 44.110    | EA | 44.11  |
| FB43232WGNL | LF 3/4 CTS GRIP X MTR BALL CURB LW  | 1        | 59.274    | EA | 59.27  |

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| FB41233WGNL          | LF 3/4 B41-233W-G-NL BV            | 1        | 52.536    | EA | 52.54  |
| FB11233WNL           | LF 3/4 FIP X FIP BALL CURB ST      | 1        | 44.385    | EA | 44.39  |
| FB81233WNL           | LF 3/4 B81-233W-NL BV              | 1        | 44.363    | EA | 44.36  |
| FB44233WGNL          | LF 3/4 B44-233W-G-NL BV            | 1        | 56.672    | EA | 56.67  |
| FB41233WGNL          | LF 3/4 B41-233W-G-NL BV            | 1        | 52.536    | EA | 52.54  |
| FC8433GNL            | LF 3/4 MIP X 3/4 CTS GJ COMP COUP  | 1        | 19.729    | EA | 19.73  |
| FC1433GNL            | LF 3/4 FIP X CTS GRIP COMP COUP    | 1        | 20.757    | EA | 20.76  |
| FL4433GNL            | LF 3/4 CTS GJ COMP 90 BEND         | 1        | 31.053    | EA | 31.05  |
| FL8433GNL            | LF 3/4 MIP X CTS GRIP COMP 90 BEND | 1        | 21.610    | EA | 21.61  |
| FL1433GNL            | LF 3/4 FIP X GJ 90 BEND            | 1        | 27.995    | EA | 28.00  |
| FY44233GNL           | LF 3/4 CTS GRIP Y BRCH             | 1        | 53.532    | EA | 53.53  |
| FT444333GNL          | LF 3/4 CTS GJ COMP TEE             | 1        | 58.146    | EA | 58.15  |
| M090970WH            | 3/4 PLAS INS STIFFENER CTS         | 1        | 0.400     | EA | 0.40   |
| FY44243GNL           | LF 1X3/4 CTS GJ COMP Y BRCH        | 1        | 49.726    | EA | 49.73  |
| FB43342WGNL          | LF 1X3/4 MTR X CTS GJ BV           | 1        | 98.082    | EA | 98.08  |
| FB43444WGNL          | LF 1 MTR X CTS GJ BV               | 1        | 134.162   | EA | 134.16 |
| FB41444WNL           | LF 1 CTS COMP X FIP BALL CURB LW   | 1        | 120.285   | EA | 120.29 |
| FB81444WNL           | LF 1 B81-444W-NL BV                | 1        | 110.264   | EA | 110.26 |
| FB11444WNL           | LF 1 FIP X FIP BALL CURB ST LW     | 1        | 108.037   | EA | 108.04 |
| FB44444WGNL          | LF B44-444W-G VLV                  | 1        | 133.804   | EA | 133.80 |
| FB41444WGNL          | LF 1 CTS GRIP COMP X FIP CURB ST   | 1        | 120.285   | EA | 120.29 |
| FHHS31344NL          | LF 1 HHS31-344-NL STRT DU CHK VLV  | 1        | 90.195    | EA | 90.20  |
| A70LF10501           | LF 1 BRZ 600# THRD SP BV           | 1        | 51.000    | EA | 51.00  |
| FF11004GNL           | LF 1 MIP X CTS GRIP CORP ST        | 1        | 65.093    | EA | 65.09  |
| FF10004GNL           | LF 1 CC X CTS GRIP COMP CORP ST    | 1        | 65.093    | EA | 65.09  |
| FC8444GNL            | LF 1 MIP X 1 CTS GRIP COMP C       | 1        | 23.364    | EA | 23.36  |
| FC1444GNL            | LF 1 FIP X CTS GRIP COMP COUP      | 1        | 28.160    | EA | 28.16  |
| FL4444GNL            | LF 1 CTS GJ COMP 90 BEND           | 1        | 39.881    | EA | 39.88  |
| FL8444GNL            | LF 1 MIP X CTS GRIP COMP 90 BEND   | 1        | 35.948    | EA | 35.95  |
| FL1444GNL            | LF 1 FIP X GJ 90 BEND              | 1        | 45.645    | EA | 45.65  |
| FY44244GNL           | LF 1 CTS COMP GRIP Y BRCH          | 1        | 82.500    | EA | 82.50  |
| FT444444GNL          | LF 1 CTS GJ COMP TEE               | 1        | 62.227    | EA | 62.23  |
| M090972WH            | 1 PLAS INS STIFFENER CTS           | 1        | 0.500     | EA | 0.50   |
| FFB11007GNL          | LF 2 MIP X CTS GRIP BALL CORP ST   | 1        | 310.371   | EA | 310.37 |
| FFB17007NL           | LF 2 MIP X FIP BALL CORP           | 1        | 293.684   | EA | 293.68 |
| FB11777WNL           | LF 2 FIP X FIP BALL CURB ST LW     | 1        | 318.010   | EA | 318.01 |
| FBF13777WNL          | LF 2 FIP X MTR FLG STRT BV         | 1        | 361.301   | EA | 361.30 |
| FHHS11777NL          | LF HHS11-777 DU CHK VLV            | 1        | 310.833   | EA | 310.83 |
| A70LF10801           | LF 2 BRZ 600# THRD SP BV           | 1        | 115.000   | EA | 115.00 |
| PSXMFK               | LF BRZ 2 MTR FLG KIT PR            | 1        | 75.000    | EA | 75.00  |
| FC8477GNL            | LF 2 MIP X CTS GRIP COMP COUP      | 1        | 93.264    | EA | 93.26  |
| FC1477GNL            | LF 2 FIP X CTS GRIP COMP COUP      | 1        | 97.488    | EA | 97.49  |
| FL4477GNL            | LF 2 CTS GJ COMP 90 BEND           | 1        | 259.138   | EA | 259.14 |
| FL1477GNL            | LF 2 FIP X CTS GRIP COMP 90 BEND   | 1        | 165.198   | EA | 165.20 |
| FT444777GNL          | LF 2 CTS GJ COMP TEE               | 1        | 338.613   | EA | 338.61 |
| FT441774GNL          | LF 2X1 T441-774-G-NL SERV TEE      | 1        | 155.777   | EA | 155.78 |
| FT441773GNL          | LF 2 GJ CTS X 3/4 FIP COMP TEE     | 1        | 155.777   | EA | 155.78 |
| FINSERT55            | 2 CTS PET INS STFNR                | 1        | 3.000     | EA | 3.00   |
| A7610027             | LF 3 SS 1000# THRD SP BV LL        | 1        | 210.000   | EA | 210.00 |
| ----                 |                                    |          |           |    |        |
| W950XLT2F            | LF 3/4 DBL CHK VLV ASSY FNPT QT    | 1        | 175.000   | EA | 175.00 |
| W975XL2F             | LF 3/4 BFP W/ BV RPZ QT            | 1        | 310.000   | EA | 310.00 |
| W950XLT2G            | LF 1 DBL CHK ASSY FNPT X FNPT QT   | 1        | 210.000   | EA | 210.00 |
| W975XL2G             | LF 1 BFP W/ BV RPZ QT              | 1        | 331.000   | EA | 331.00 |
| W950XLT2K            | LF 2 FNPT X FNPT DBL CHK ASSY QT   | 1        | 597.000   | EA | 597.00 |
| W975XL2K             | LF 2 BFP W/ BV RPZ QT              | 1        | 698.000   | EA | 698.00 |
| ----                 |                                    |          |           |    |        |
| DOMESTIC MJ FITTINGS |                                    |          |           |    |        |



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|----------------|--------------------------------|----------|-----------|----|----------|
| NS             | 1671807                        | 1        |           |    |          |
| NS             | 2401989                        | 1        |           |    |          |
| NS             | 2402635                        | 1        |           |    |          |
| NS             | 2402560                        | 1        |           |    |          |
| NS             | 2402037                        | 1        |           |    |          |
| DMJ2LA18       | DOM 18 MJ C153 22-1/2 BEND L/A | 1        | 1460.220  | EA | 1460.22  |
| DMJ1LA18       | DOM 18 MJ C153 11-1/4 BEND L/A | 1        | 1508.240  | EA | 1508.24  |
| NS             | 2400740                        | 1        |           |    |          |
| DMJSCAPLA18    | DOM 18 MJ C153 SLD CAP L/A     | 1        | 715.000   | EA | 715.00   |
| NS             | 2401750                        | 1        |           |    |          |
| NS             | 2401705                        | 1        |           |    |          |
|                | 16"                            |          |           |    |          |
| AFC2516MMOL    | 16 DI MJ RW OL GATE VLV W/A    | 1        | 12179.370 | EA | 12179.37 |
| DMJTAL16       | DOM 16 MJ C153 TEE L/A         | 1        | 2057.520  | EA | 2057.52  |
| DMJSTLA16U     | DOM 16X6 MJ C153 SWVL TEE L/A  | 1        | 1046.240  | EA | 1046.24  |
| DMJ9LA16       | DOM 16 MJ C153 90 BEND L/A     | 1        | 1364.390  | EA | 1364.39  |
| DMJ4LA16       | DOM 16 MJ C153 45 BEND L/A     | 1        | 1048.950  | EA | 1048.95  |
| DMJ1LA16       | DOM 16 MJ C153 11-1/4 BEND L/A | 1        | 1006.050  | EA | 1006.05  |
| NS             | 2402733                        | 1        |           |    |          |
| DMJSP16        | DOM 16 MJ C153 SLD PLUG        | 1        | 755.800   | EA | 755.80   |
| DMJSCAPLA16    | DOM 16 MJ C153 SLD CAP L/A     | 1        | 524.890   | EA | 524.89   |
| DMJLSLA16      | DOM 16X15 MJ C153 LONG SLV L/A | 1        | 942.120   | EA | 942.12   |
| DMJRLA1614     | DOM 16X14 MJ C153 RED L/A      | 1        | 883.240   | EA | 883.24   |
|                | 14"                            |          |           |    |          |
| AFC2514MMLAOL  | 14 DI MJ RW OL GATE VLV L/A    | 1        | 11228.880 | EA | 11228.88 |
| NS             | 2401935                        | 1        |           |    |          |
| DMJSTLA14U     | DOM 14X6 MJ C153 SWVL TEE L/A  | 1        | 1224.750  | EA | 1224.75  |
| DMJ9LA14       | DOM 14 MJ C153 90 BEND L/A     | 1        | 1080.070  | EA | 1080.07  |
| DMJ4LA14       | DOM 14 MJ C153 45 BEND L/A     | 1        | 839.490   | EA | 839.49   |
| NS             | 2402709                        | 1        |           |    |          |
| DMJ1LA14       | DOM 14 MJ C153 11-1/4 BEND L/A | 1        | 873.140   | EA | 873.14   |
| DMJSP14        | DOM 14 MJ C153 SLD PLUG        | 1        | 588.820   | EA | 588.82   |
| DMJSCAPLA14    | DOM 14 MJ C153 SLD CAP L/A     | 1        | 393.670   | EA | 393.67   |
| NS             | 2401710                        | 1        |           |    |          |
| NS             | 2402163                        | 1        |           |    |          |
|                | 12"                            |          |           |    |          |
| AFC2512MMLAOL  | 12 DI MJ RW OL GATE VLV L/A    | 1        | 2999.440  | EA | 2999.44  |
| NS             | 497119                         | 1        |           |    |          |
| AFC2512ALSTDOL | 12 DI RW OL GATE VLV STD ALPHA | 1        | 0.000     | EA | 0.00     |
| DMJTAL12       | DOM 12 MJ C153 TEE L/A         | 1        | 724.880   | EA | 724.88   |
| DMJSTLA12U     | DOM 12X6 MJ C153 SWVL TEE L/A  | 1        | 614.910   | EA | 614.91   |
| DMJ9LA12       | DOM 12 MJ C153 90 BEND L/A     | 1        | 598.080   | EA | 598.08   |
| DMJ4LA12       | DOM 12 MJ C153 45 BEND L/A     | 1        | 475.270   | EA | 475.27   |
| DMJ2LA12       | DOM 12 MJ C153 22-1/2 BEND L/A | 1        | 403.760   | EA | 403.76   |
| DMJ1LA12       | DOM 12 MJ C153 11-1/4 BEND L/A | 1        | 382.740   | EA | 382.74   |
| DMJSP12        | DOM 12 MJ C153 SLD PLUG        | 2        | 291.050   | EA | 582.10   |
| DMJSCAPLA12    | DOM 12 MJ C153 SLD CAP L/A     | 1        | 190.110   | EA | 190.11   |
| DMJLSLA12      | DOM 12X12 MJ C153 LONG SLV L/A | 1        | 376.010   | EA | 376.01   |
| DMJRLA1210     | DOM 12X10 MJ C153 RED L/A      | 1        | 361.710   | EA | 361.71   |
|                | 10"                            |          |           |    |          |
| AFC2510MMLAOL  | 10 DI MJ RW OL GATE VLV L/A    | 1        | 2370.230  | EA | 2370.23  |
| NS             | 497119                         | 1        |           |    |          |
| AFC2510ALSTDOL | 10 RW DI OL GATE VLV STD ALPHA | 1        | 0.000     | EA | 0.00     |
| DMJTAL10       | DOM 10 MJ C153 TEE L/A         | 1        | 810.290   | EA | 810.29   |
| DMJSTLA10U     | DOM 10X6 MJ C153 SWVL TEE L/A  | 1        | 368.590   | EA | 368.59   |
| DMJ9LA10       | DOM 10 MJ C153 90 BEND L/A     | 1        | 413.860   | EA | 413.86   |
| DMJ4LA10       | DOM 10 MJ C153 45 BEND L/A     | 1        | 275.070   | EA | 275.07   |
| DMJ2LA10       | DOM 10 MJ C153 22-1/2 BEND L/A | 1        | 265.810   | EA | 265.81   |
| DMJ1LA10       | DOM 10 MJ C153 11-1/4 BEND L/A | 1        | 277.590   | EA | 277.59   |



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| NS             | 2400648                        | 1        |           |    |         |
| DMJSCAPLA10    | DOM 10 MJ C153 SLD CAP L/A     | 1        | 149.730   | EA | 149.73  |
| DMJLSLA10      | DOM 10X12 MJ C153 LONG SLV L/A | 1        | 278.440   | EA | 278.44  |
| DMJRLA10X      | DOM 10X8 MJ C153 RED L/A       | 1        | 220.390   | EA | 220.39  |
|                | 8"                             |          |           |    |         |
| AFC2508MMLAOL  | 8 DI MJ RW OL GATE VLV L/A     | 1        | 1520.420  | EA | 1520.42 |
| NS             | 497117                         | 1        |           |    |         |
| AFC2508ALSTDOL | 8 DI RW OL GATE VLV STD ALPHA  | 1        | 992.280   | EA | 992.28  |
| DMJTLAX        | DOM 8 MJ C153 TEE L/A          | 1        | 349.090   | EA | 349.09  |
| DMJSTLAXU      | DOM 8X6 MJ C153 SWVL TEE L/A   | 1        | 404.610   | EA | 404.61  |
| DMJ9LAX        | DOM 8 MJ C153 90 BEND L/A      | 1        | 238.060   | EA | 238.06  |
| DMJ4LAX        | DOM 8 MJ C153 45 BEND L/A      | 1        | 190.110   | EA | 190.11  |
| DMJ2LAX        | DOM 8 MJ C153 22-1/2 BEND L/A  | 1        | 186.740   | EA | 186.74  |
| DMJ1LAX        | DOM 8 MJ C153 11-1/4 BEND L/A  | 1        | 169.920   | EA | 169.92  |
| DMJSPX         | DOM 8 MJ C153 SLD PLUG         | 1        | 139.640   | EA | 139.64  |
| DMJSCAPLAX     | DOM 8 MJ C153 SLD CAP L/A      | 1        | 130.390   | EA | 130.39  |
| DMJLSLAX       | DOM 8X12 MJ C153 LONG SLV L/A  | 1        | 186.740   | EA | 186.74  |
| DMJRLAXU       | DOM 8X6 MJ C153 RED L/A        | 1        | 156.460   | EA | 156.46  |
| DMJRLAXU       | DOM 8X6 MJ C153 RED L/A        | 1        | 156.460   | EA | 156.46  |
|                | 6"                             |          |           |    |         |
| AFC2506MMLAOL  | 6 DI MJ RW OL GATE VLV L/A     | 1        | 955.500   | EA | 955.50  |
| NS             | 497116                         | 1        |           |    |         |
| AFC2506ALSTDOL | 6 DI RW OL GATE VLV STD ALPHA  | 1        | 641.960   | EA | 641.96  |
| DMJCRLAU       | DOM 6 MJ C153 CRS L/A          | 1        | 440.780   | EA | 440.78  |
| DMJT LAU       | DOM 6 MJ C153 TEE L/A          | 1        | 312.940   | EA | 312.94  |
| DMJSHAU13      | DOM 6X13 MJ C153 SWVL HYD ADPT | 1        | 190.110   | EA | 190.11  |
| DMJT LAUP      | DOM 6X4 MJ C153 TEE L/A        | 1        | 210.290   | EA | 210.29  |
| NS             | 2400792                        | 1        |           |    |         |
| NS             | 2401675                        | 1        |           |    |         |
|                | MJ OFFSETS                     |          |           |    |         |
| NS             | 3523926                        | 1        |           |    |         |
| NS             | 3523995                        | 1        |           |    |         |
| DMJ9LAU        | DOM 6 MJ C153 90 BEND L/A      | 1        | 164.040   | EA | 164.04  |
| DMJ4LAU        | DOM 6 MJ C153 45 BEND L/A      | 1        | 134.590   | EA | 134.59  |
| DMJ2LAU        | DOM 6 MJ C153 22-1/2 BEND L/A  | 1        | 122.810   | EA | 122.81  |
| DMJ1LAU        | DOM 6 MJ C153 11-1/4 BEND L/A  | 1        | 127.020   | EA | 127.02  |
| DMJLSLAU       | DOM 6X12 MJ C153 LONG SLV L/A  | 1        | 143.850   | EA | 143.85  |
| DMJRLAUP       | DOM 6X4 MJ C153 RED L/A        | 1        | 95.890    | EA | 95.89   |
| DMJSPU         | DOM 6 MJ C153 SLD PLUG         | 1        | 104.710   | EA | 104.71  |
| DMJSCAPLAU     | DOM 6 MJ C153 SLD CAP L/A      | 1        | 84.120    | EA | 84.12   |
|                | 4"                             |          |           |    |         |
| AFC2504MMLAOL  | 4 DI MJ RW OL GATE VLV L/A     | 1        | 748.520   | EA | 748.52  |
| AFC2504FMLAOL  | 4 FLG X MJ RW OL GATE VLV L/A  | 1        | 715.410   | EA | 715.41  |
| AFC2504ALSTDOL | 4 DI RW OL GATE VLV STD ALPHA  | 1        | 503.040   | EA | 503.04  |
| DMJT LAP       | DOM 4 MJ C153 TEE L/A          | 1        | 138.800   | EA | 138.80  |
| NS             | 2400712                        | 1        |           |    |         |
| DMJ9LAP        | DOM 4 MJ C153 90 BEND L/A      | 1        | 104.310   | EA | 104.31  |
| DMJ4LAP        | DOM 4 MJ C153 45 BEND L/A      | 1        | 86.650    | EA | 86.65   |
| DMJ2LAP        | DOM 4 MJ C153 22-1/2 BEND L/A  | 1        | 84.120    | EA | 84.12   |
| DMJLSLAP       | DOM 4X12 MJ C153 LONG SLV L/A  | 1        | 96.740    | EA | 96.74   |
| DMJRLAPM       | DOM 4X3 MJ C153 RED L/A        | 1        | 95.890    | EA | 95.89   |
| NS             | 2401115                        | 1        |           |    |         |
| DMJSPP         | DOM 4 MJ C153 SLD PLUG         | 1        | 63.090    | EA | 63.09   |
| DMJSCAPLAP     | DOM 4 MJ C153 SLD CAP L/A      | 1        | 49.640    | EA | 49.64   |
| NS             | 2400667                        | 1        |           |    |         |
| DMJT CAPLAPK   | DOM 4X2 MJ C153 TAP CAP L/A    | 1        | 98.800    | EA | 98.80   |
| DMJSCAPLAP     | DOM 4 MJ C153 SLD CAP L/A      | 1        | 49.640    | EA | 49.64   |
|                | 3"                             |          |           |    |         |



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| Item            | Description                         | Quantity | Net Price | UM | Total   |
|-----------------|-------------------------------------|----------|-----------|----|---------|
| AFC2503MMLAOL   | 3 DI MJ RW OL GATE VLV L/A          | 1        | 670.120   | EA | 670.12  |
| NS              | 1607596                             | 1        |           |    |         |
| DMJTLAM         | DOM 3 MJ C153 TEE L/A               | 1        | 138.800   | EA | 138.80  |
| DMJ9LAM         | DOM 3 MJ C153 90 BEND L/A           | 1        | 104.310   | EA | 104.31  |
| MJTLAMK         | 3X2 MJ C153 TEE L/A                 | 1        | 104.270   | EA | 104.27  |
| DMJ4LAM         | DOM 3 MJ C153 45 BEND L/A           | 1        | 86.650    | EA | 86.65   |
| NS              | 2400810                             | 1        |           |    |         |
| NS              | 2402795                             | 1        |           |    |         |
| DMJLSLAM        | DOM 3X12 MJ C153 LONG SLV L/A       | 1        | 96.740    | EA | 96.74   |
| NS              | 3027692                             | 1        |           |    |         |
| NS              | 2402719                             | 1        |           |    |         |
|                 | 2"                                  |          |           |    |         |
| AFC2502MMLAOL   | 2 DI MJ RW OL GATE VLV L/A          | 1        | 473.370   | EA | 473.37  |
| AFC2602SSOL     | 2 DI THRD RW OL GATE VLV            | 1        | 456.810   | EA | 456.81  |
| NS              | 4113376                             | 1        |           |    |         |
| MJ9LAK          | 2 MJ C153 90 BEND L/A               | 1        | 101.150   | EA | 101.15  |
| NS              | 4113338                             | 1        |           |    |         |
| MJ4LAK          | 2 MJ C153 45 BEND L/A               | 1        | 57.800    | EA | 57.80   |
| MJ2LAK          | 2 MJ C153 22-1/2 BEND L/A           | 1        | 79.900    | EA | 79.90   |
| MJLSLAK         | 2 MJ C153 LONG SLV L/A              | 2        | 115.600   | EA | 231.20  |
| MJSCAPLAK       | 2 MJ C153 SLD CAP L/A               | 1        | 58.650    | EA | 58.65   |
|                 | ROMAC FITTINGS                      |          |           |    |         |
| NS              | 8941674                             | 1        |           |    |         |
| R2601380851     | 12 DI 2BLT MACRO COUP 12.70-13.80   | 1        | 991.720   | EA | 991.72  |
| R2601380851     | 12 DI 2BLT MACRO COUP 12.70-13.80   | 1        | 991.720   | EA | 991.72  |
| R2601440851     | 12 DI 2BLT MACRO COUP 13.15-14.4 XL | 1        | 1186.180  | EA | 1186.18 |
| R2601190851     | 10 DI 2BLT MACRO COUP EPDM10.7-11.9 | 1        | 842.640   | EA | 842.64  |
| NS              | 7774751                             | 1        |           |    |         |
| R2600975851     | 8 DI 2BLT MACRO COUP 8.60-9.75      | 1        | 651.430   | EA | 651.43  |
| R2600760851     | 6 DI 2BLT MACRO COUP 6.60-7.60      | 1        | 575.260   | EA | 575.26  |
| R2600560851     | 4 DI 2BLT MACRO COUP 4.40-5.60      | 1        | 435.910   | EA | 435.91  |
| R26004130413651 | 3 DI 2BLT MACRO COUP 3.13-4.13      | 1        | 338.530   | EA | 338.53  |
| R26002900290451 | 2 DI 2BLT MACRO COUP 2.12-2.90      | 1        | 258.010   | EA | 258.01  |
| NS              | 9271756                             | 1        |           |    |         |
| NS              | 10131535                            | 1        |           |    |         |
| NS              | 7115696                             | 1        |           |    |         |
| NS              | 7390485                             | 1        |           |    |         |
| NS              | 7115655                             | 1        |           |    |         |
| R26609101211    | 8 ALPHA REST COUP 8.60-9.10         | 1        | 822.510   | EA | 822.51  |
| R26609101211    | 8 ALPHA REST COUP 8.60-9.10         | 1        | 822.510   | EA | 822.51  |
| R26609101211    | 8 ALPHA REST COUP 8.60-9.10         | 1        | 822.510   | EA | 822.51  |
| NS              | 7115677                             | 1        |           |    |         |
| R26607001211    | 6 ALPHA REST COUP 6.60-7.00         | 1        | 636.830   | EA | 636.83  |
| NS              | 7115661                             | 1        |           |    |         |
| R26604901211    | 4 WIDE RANGE REST COUP 4.50-4.90    | 1        | 462.380   | EA | 462.38  |
| NS              | 7115660                             | 1        |           |    |         |
| NS              | 9547975                             | 1        |           |    |         |
| NS              | 9547976                             | 1        |           |    |         |
| NS              | 9547974                             | 1        |           |    |         |
| NS              | 9547973                             | 1        |           |    |         |
| NS              | 9271757                             | 1        |           |    |         |
| NS              | 7390490                             | 1        |           |    |         |
| SP-R269112016   | 10 ALPHA END CAP 10.75-11.20        | 1        | 650.970   | EA | 650.97  |
| NS              | 7390487                             | 1        |           |    |         |
| R269070016      | 6 ALPHA REST END CAP 6.60-7.00      | 1        | 421.070   | EA | 421.07  |
| NS              | 7390483                             | 1        |           |    |         |
| NS              | SP254957                            | 1        |           |    |         |
| NS              | SP254958                            | 1        |           |    |         |
| NS              | SP254959                            | 1        |           |    |         |



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|--------------|-------------------------------|----------|-----------|----|-------|
| NS           | SP254960                      | 1        |           |    |       |
| NS           | SP254961                      | 1        |           |    |       |
| NS           | 233708                        | 1        |           |    |       |
| NS           | 233707                        | 1        |           |    |       |
| NS           | 254123                        | 1        |           |    |       |
| NS           | 233705                        | 1        |           |    |       |
| NS           | 254122                        | 1        |           |    |       |
| NS           | 233702                        | 1        |           |    |       |
|              | DRESSER COUPLING              |          |           |    |       |
| NS           | 530470                        | 1        |           |    |       |
| D00650032003 | 1 GALV LONG COMP COUP         | 1        | 21.800    | EA | 21.80 |
| NS           | 530469                        | 1        |           |    |       |
| D00650031003 | 3/4 GALV LONG COMP COUP       | 1        | 18.060    | EA | 18.06 |
| NS           | 793281                        | 1        |           |    |       |
| D00650034003 | 1-1/2 GALV LONG COMP COUP     | 1        | 35.040    | EA | 35.04 |
| D00650035003 | 2 GALV LONG COMP COUP         | 1        | 45.290    | EA | 45.29 |
| NS           | 530471                        | 1        |           |    |       |
|              | STAINLESS STEEL 3"            |          |           |    |       |
| NS           | SP252428                      | 1        |           |    |       |
| NS           | 9536495                       | 1        |           |    |       |
| NS           | SP254930                      | 1        |           |    |       |
| NS           | SP254931                      | 1        |           |    |       |
| NS           | SP254932                      | 1        |           |    |       |
| NS           | SP254933                      | 1        |           |    |       |
| NS           | SP254934                      | 1        |           |    |       |
| NS           | 4413541                       | 1        |           |    |       |
| NS           | 1314157                       | 1        |           |    |       |
| NS           | SP254935                      | 1        |           |    |       |
| NS           | 4413203                       | 1        |           |    |       |
| NS           | 4718737                       | 1        |           |    |       |
| NS           | 80307                         | 1        |           |    |       |
| NS           | 79888                         | 1        |           |    |       |
| NS           | 3812047                       | 1        |           |    |       |
| NS           | 79911                         | 1        |           |    |       |
| NS           | 79888                         | 1        |           |    |       |
| NS           | SP254936                      | 1        |           |    |       |
| NS           | 5103153                       | 1        |           |    |       |
| NS           | SP254937                      | 1        |           |    |       |
| NS           | 854302                        | 1        |           |    |       |
| NS           | 79247                         | 1        |           |    |       |
| NS           | 79911                         | 1        |           |    |       |
| NS           | 5103153                       | 1        |           |    |       |
| NS           | 854302                        | 1        |           |    |       |
| NS           | SP254937                      | 1        |           |    |       |
| NS           | 79397                         | 1        |           |    |       |
| NS           | 1314446                       | 1        |           |    |       |
| NS           | 399313                        | 1        |           |    |       |
| NS           | 80422                         | 1        |           |    |       |
| NS           | 80420                         | 1        |           |    |       |
| IS4CTBFB     | 3/4X1/4 SS 304 150# THRD BUSH | 1        | 18.700    | EA | 18.70 |
| NS           | 80419                         | 1        |           |    |       |
| NS           | 3266400                       | 1        |           |    |       |
| NS           | 80417                         | 1        |           |    |       |
| NS           | 280285                        | 1        |           |    |       |
| NS           | 80419                         | 1        |           |    |       |
| NS           | 4286256                       | 1        |           |    |       |
|              | ----                          |          |           |    |       |
|              | GALVANIZED 3"                 |          |           |    |       |



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|----------|---------------------------|----------|-----------|----|-------|
| NS       | 405876                    | 1        |           |    |       |
| NS       | 405862                    | 1        |           |    |       |
| NS       | 405848                    | 1        |           |    |       |
| NS       | 406428                    | 1        |           |    |       |
| NS       | 406413                    | 1        |           |    |       |
| NS       | 406383                    | 1        |           |    |       |
| NS       | 406458                    | 1        |           |    |       |
| IGNMP    | 3X4 GALV STL NIP          | 1        | 37.840    | EA | 37.84 |
| IGNMM    | 3X3 GALV STL NIP          | 1        | 24.870    | EA | 24.87 |
| IGNMCL   | 3XCLOSE GALV STL NIP      | 1        | 21.820    | EA | 21.82 |
| NS       | 220868                    | 1        |           |    |       |
| IGTM     | 3 GALV MI 150# TEE        | 1        | 87.380    | EA | 87.38 |
| IG9M     | 3 GALV MI 150# 90 ELL     | 1        | 80.710    | EA | 80.71 |
| NS       | 502097                    | 1        |           |    |       |
| NS       | 274296                    | 1        |           |    |       |
| NS       | SP254929                  | 1        |           |    |       |
| IGCAPM   | 3 GALV MI 150# CAP        | 1        | 37.800    | EA | 37.80 |
| NS       | 274313                    | 1        |           |    |       |
| IGCM     | 3 GALV MI 150# COUP       | 1        | 63.360    | EA | 63.36 |
| IGRCMK   | 3X2 GALV MI 150# RED COUP | 1        | 60.270    | EA | 60.27 |
| NS       | 4009015                   | 1        |           |    |       |
| NS       | 1115138                   | 1        |           |    |       |
| NS       | 1115191                   | 1        |           |    |       |
| NS       | 3930428                   | 1        |           |    |       |
| NS       | 1115189                   | 1        |           |    |       |
| NS       | 5077573                   | 1        |           |    |       |
| IGBMK    | 3X2 GALV MI BUSH          | 1        | 50.350    | EA | 50.35 |
| NS       | 312783                    | 1        |           |    |       |
| NS       | 1115138                   | 1        |           |    |       |
| NS       | 1115135                   | 1        |           |    |       |
| NS       | 1115134                   | 1        |           |    |       |
| NS       | 3110840                   | 1        |           |    |       |
| NS       | BRASS 3"                  |          |           |    |       |
| NS       | 1671815                   | 1        |           |    |       |
| NS       | SP254939                  | 1        |           |    |       |
| NS       | 454724                    | 1        |           |    |       |
| NS       | 454721                    | 1        |           |    |       |
| NS       | SP254942                  | 1        |           |    |       |
| NS       | 1431232                   | 1        |           |    |       |
| NS       | 110281                    | 1        |           |    |       |
| NS       | 238933                    | 1        |           |    |       |
| NS       | 132094                    | 1        |           |    |       |
| NS       | 132093                    | 1        |           |    |       |
| NS       | 3154111                   | 1        |           |    |       |
| NS       | 3816220                   | 1        |           |    |       |
| NS       | 3816271                   | 1        |           |    |       |
| NS       | 4736823                   | 1        |           |    |       |
| NS       | 4514288                   | 1        |           |    |       |
| NS       | 3816191                   | 1        |           |    |       |
| NS       | 3816325                   | 1        |           |    |       |
| NS       | 3816312                   | 1        |           |    |       |
| NS       | 3816304                   | 1        |           |    |       |
| NS       | 381669                    | 1        |           |    |       |
| NS       | 381667                    | 1        |           |    |       |
| NS       | 381665                    | 1        |           |    |       |
| NS       | 3879947                   | 1        |           |    |       |
| NS       | 3816315                   | 1        |           |    |       |
| IBRLFBMK | LF 3X2 BRS BUSH           | 1        | 60.420    | EA | 60.42 |
| NS       | 3879951                   | 1        |           |    |       |



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|----------|-------------------------------|----------|-----------|----|--------|
| NS       | 3879947                       | 1        |           |    |        |
| NS       | 3879945                       | 1        |           |    |        |
| NS       | 381667                        | 1        |           |    |        |
| NS       | 381665                        | 1        |           |    |        |
|          | STAINLESS STEEL 2"            |          |           |    |        |
| NS       | 1710333                       | 1        |           |    |        |
| NS       | 7889785                       | 1        |           |    |        |
| NS       | 4413494                       | 1        |           |    |        |
| NS       | 3348615                       | 1        |           |    |        |
| NS       | 4121464                       | 1        |           |    |        |
| NS       | 3348616                       | 1        |           |    |        |
| IS44NKH  | 2X6 SS S40 304L WLD NIP       | 1        | 168.840   | EA | 168.84 |
| IS44NKP  | 2X4 SS S40 304L WLD NIP       | 1        | 25.750    | EA | 25.75  |
| IS44NKM  | 2X3 SS S40 304L WLD NIP       | 1        | 89.900    | EA | 89.90  |
| NS       | 4715472                       | 1        |           |    |        |
| NS       | 1289645                       | 1        |           |    |        |
| IS4CTS9K | 2 SS 304 150# THRD ST 90 ELL  | 1        | 154.970   | EA | 154.97 |
| IS6CT9K  | 2 SS 316 150# THRD 90 ELL     | 1        | 124.960   | EA | 124.96 |
| NS       | 79505                         | 1        |           |    |        |
| NS       | 1289645                       | 1        |           |    |        |
| NS       | 4281195                       | 1        |           |    |        |
| IS4CTCK  | 2 SS 304 150# THRD COUP       | 1        | 82.160    | EA | 82.16  |
| NS       | 2034282                       | 1        |           |    |        |
| NS       | 2034327                       | 1        |           |    |        |
| NS       | 2034278                       | 1        |           |    |        |
| NS       | 80364                         | 1        |           |    |        |
| NS       | 1341743                       | 1        |           |    |        |
| IS4CTBKJ | 2X1-1/2 SS 304 150# THRD BUSH | 1        | 82.820    | EA | 82.82  |
| NS       | 80407                         | 1        |           |    |        |
| IS4CTBKG | 2X1 SS 304 150# THRD BUSH     | 1        | 81.240    | EA | 81.24  |
| IS4CTBKF | 2X3/4 SS 304 150# THRD BUSH   | 1        | 82.820    | EA | 82.82  |
| NS       | 79420                         | 1        |           |    |        |
|          | GALVANIZED 2"                 |          |           |    |        |
| IGNK36   | 2X36 GALV RDY CUT PIPE TBE    | 1        | 26.680    | EA | 26.68  |
| IGNK24   | 2X24 GALV RDY CUT PIPE TBE    | 1        | 19.690    | EA | 19.69  |
| IGNK18   | 2X18 GALV RDY CUT PIPE TBE    | 1        | 37.740    | EA | 37.74  |
| IGNK12   | 2X12 GALV STL NIP             | 1        | 27.130    | EA | 27.13  |
| IGNK10   | 2X10 GALV STL NIP             | 1        | 23.640    | EA | 23.64  |
| NS       | 405737                        | 1        |           |    |        |
| IGNKU    | 2X6 GALV STL NIP              | 1        | 12.410    | EA | 12.41  |
| IGNKP    | 2X4 GALV STL NIP              | 1        | 8.360     | EA | 8.36   |
| IGNKM    | 2X3 GALV STL NIP              | 1        | 6.880     | EA | 6.88   |
| IGNKCL   | 2XCLOSE GALV STL NIP          | 1        | 6.130     | EA | 6.13   |
| IGS9K    | 2 GALV MI 150# ST 90 ELL      | 1        | 25.590    | EA | 25.59  |
| IG9K     | 2 GALV MI 150# 90 ELL         | 1        | 19.280    | EA | 19.28  |
| IGTK     | 2 GALV MI 150# TEE            | 1        | 27.750    | EA | 27.75  |
| NS       | 161196                        | 1        |           |    |        |
| IG150UK  | LF 2 GALV MI 150# GJ UNION    | 1        | 39.680    | EA | 39.68  |
| NS       | 1115060                       | 1        |           |    |        |
| IGCAPK   | 2 GALV MI 150# CAP            | 1        | 9.810     | EA | 9.81   |
| IGCPK    | 2 GALV MI CORED PLUG          | 1        | 10.600    | EA | 10.60  |
| IGCK     | 2 GALV MI 150# COUP           | 1        | 15.530    | EA | 15.53  |
| NS       | 274310                        | 1        |           |    |        |
| NS       | 207998                        | 1        |           |    |        |
| IGRCKG   | 2X1 GALV MI 150# RED COUP     | 1        | 15.530    | EA | 15.53  |
| NS       | 52269                         | 1        |           |    |        |
| NS       | 161375                        | 1        |           |    |        |
| IBRLFBKH | LF 2X1-1/4 BRS BUSH           | 1        | 11.400    | EA | 11.40  |



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| IGBKJ       | 2X1 GALV MI BUSH              | 1        | 12.120    | EA | 12.12  |
| IGBKF       | 2X3/4 GALV MI BUSH            | 1        | 12.810    | EA | 12.81  |
| NS          | 312782                        | 1        |           |    |        |
|             | BRASS 2"                      |          |           |    |        |
| GBRNC36     | LF 2X36 BRS NIP GBL           | 1        | 214.890   | EA | 214.89 |
| GBRNC24     | LF 2X24 BRS NIP GBL           | 1        | 143.260   | EA | 143.26 |
| GBRNC18     | LF 2X18 BRS NIP GBL           | 1        | 107.450   | EA | 107.45 |
| GBRNC12     | LF 2X12 BRS NIP GBL           | 1        | 70.500    | EA | 70.50  |
| NS          | 89692                         | 1        |           |    |        |
| NS          | 89762                         | 1        |           |    |        |
| GBRNCU      | LF 2X6 BRS NIP GBL            | 1        | 35.780    | EA | 35.78  |
| GBRNCU      | LF 2X4 BRS NIP GBL            | 1        | 24.240    | EA | 24.24  |
| GBRNCU      | LF 2X3 BRS NIP GBL            | 1        | 18.530    | EA | 18.53  |
| GBRNCU      | LF 2XCLOSE BRS NIP GBL        | 1        | 15.940    | EA | 15.94  |
| NS          | 3816235                       | 1        |           |    |        |
| IBRLFTK     | LF 2 BRS TEE                  | 1        | 51.610    | EA | 51.61  |
| IBRLFS9K    | LF 2 BRS ST 90 ELL            | 1        | 54.460    | EA | 54.46  |
| IBRLF9K     | LF 2 BRS 90 ELL               | 1        | 37.270    | EA | 37.27  |
| IBRLF4K     | LF 2 BRS 45 ELL               | 1        | 41.000    | EA | 41.00  |
| NS          | 3879782                       | 1        |           |    |        |
| IBRLFCAPK   | LF 2 BRS CAP IMPORT           | 1        | 26.870    | EA | 26.87  |
| IBRLFCPLUGK | LF 2 BRS SQ HD CORED PLUG     | 1        | 17.260    | EA | 17.26  |
| NS          | 3880071                       | 1        |           |    |        |
| NS          | 3280                          | 1        |           |    |        |
| NS          | 161384                        | 1        |           |    |        |
| NS          | 35832                         | 1        |           |    |        |
| NS          | 52269                         | 1        |           |    |        |
| NS          | 161375                        | 1        |           |    |        |
| IGBKJ       | 2X1-1/2 GALV MI BUSH          | 1        | 22.880    | EA | 22.88  |
| NS          | 185685                        | 1        |           |    |        |
| IGBKJ       | 2X1 GALV MI BUSH              | 1        | 26.090    | EA | 26.09  |
| IGBKF       | 2X3/4 GALV MI BUSH            | 1        | 27.580    | EA | 27.58  |
| NS          | 312782                        | 1        |           |    |        |
|             | SS 2 1/2                      |          |           |    |        |
| NS          | 80382                         | 1        |           |    |        |
| NS          | 82865                         | 1        |           |    |        |
|             | GALVANIZED 2-1/2              |          |           |    |        |
| IGRCLK      | 2-1/2X2 GALV MI 150# RED COUP | 1        | 103.390   | EA | 103.39 |
| NS          | 502114                        | 1        |           |    |        |
|             | BRS 2-1/2                     |          |           |    |        |
| NS          | 3816295                       | 1        |           |    |        |
| NS          | 3816311                       | 1        |           |    |        |
|             | SS 1 1/2"                     |          |           |    |        |
| IS44NJ36    | 1-1/2X36 SS S40 304L WLD NIP  | 1        | 0.000     | EA | 0.00   |
| NS          | SP233073                      | 1        |           |    |        |
| NS          | 4417894                       | 1        |           |    |        |
| NS          | 1243411                       | 1        |           |    |        |
| NS          | 1243728                       | 1        |           |    |        |
| NS          | 874365                        | 1        |           |    |        |
| NS          | 94130                         | 1        |           |    |        |
| NS          | 94123                         | 1        |           |    |        |
| NS          | 94119                         | 1        |           |    |        |
| NS          | 94117                         | 1        |           |    |        |
| NS          | 342020                        | 1        |           |    |        |
| NS          | 79132                         | 1        |           |    |        |
| NS          | 79439                         | 1        |           |    |        |
| NS          | 79108                         | 1        |           |    |        |
| NS          | 79162                         | 1        |           |    |        |
| NS          | 54223                         | 1        |           |    |        |

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| Item    | Description                       | Quantity | Net Price | UM | Total |
|---------|-----------------------------------|----------|-----------|----|-------|
| NS      | 2032755                           | 1        |           |    |       |
| NS      | 79193                             | 1        |           |    |       |
| IS4CTCJ | 1-1/2 SS 304 150# THRD COUP       | 1        | 61.190    | EA | 61.19 |
| NS      | 80376                             | 1        |           |    |       |
| NS      | 80373                             | 1        |           |    |       |
| NS      | 80371                             | 1        |           |    |       |
| NS      | 80371                             | 1        |           |    |       |
| NS      | 1337842                           | 1        |           |    |       |
| NS      | 79390                             | 1        |           |    |       |
| NS      | 79390                             | 1        |           |    |       |
| NS      | 79413                             | 1        |           |    |       |
| NS      | 79418                             | 1        |           |    |       |
| NS      | 79416                             | 1        |           |    |       |
|         | GALVANIZED 1-1/2                  |          |           |    |       |
| IGNJ36  | 1-1/2X36 GALV RDY CUT PIPE TBE    | 1        | 20.680    | EA | 20.68 |
| IGNJ24  | 1-1/2X24 GALV RDY CUT PIPE TBE    | 1        | 14.280    | EA | 14.28 |
| NS      | 407052                            | 1        |           |    |       |
| IGNJ12  | 1-1/2X12 GALV STL NIP             | 1        | 18.480    | EA | 18.48 |
| NS      | 405815                            | 1        |           |    |       |
| IGNJX   | 1-1/2X8 GALV STL NIP              | 1        | 13.870    | EA | 13.87 |
| IGNJU   | 1-1/2X6 GALV STL NIP              | 1        | 8.920     | EA | 8.92  |
| IGNJP   | 1-1/2X4 GALV STL NIP              | 1        | 6.590     | EA | 6.59  |
| IGNJM   | 1-1/2X3 GALV STL NIP              | 1        | 5.210     | EA | 5.21  |
| NS      | 407047                            | 1        |           |    |       |
| NS      | 1115059                           | 1        |           |    |       |
| IGNJCL  | 1-1/2XCLOSE GALV STL NIP          | 1        | 4.350     | EA | 4.35  |
| NS      | 161208                            | 1        |           |    |       |
| IGS9J   | 1-1/2 GALV MI 150# ST 90 ELL      | 1        | 14.400    | EA | 14.40 |
| IG9J    | 1-1/2 GALV MI 150# 90 ELL         | 1        | 11.580    | EA | 11.58 |
| NS      | 161195                            | 1        |           |    |       |
| IG150UJ | LF 1-1/2 GALV MI 150# GJ UNION    | 1        | 29.720    | EA | 29.72 |
| NS      | 161396                            | 1        |           |    |       |
| IGCPJ   | 1-1/2 GALV MI CORED PLUG          | 1        | 8.340     | EA | 8.34  |
| NS      | 161330                            | 1        |           |    |       |
| IGRCJH  | 1-1/2X1-1/4 GALV MI 150# RED COUP | 1        | 10.760    | EA | 10.76 |
| IGRCJG  | 1-1/2X1 GALV MI 150# RED COUP     | 1        | 11.400    | EA | 11.40 |
| NS      | 161369                            | 1        |           |    |       |
| NS      | 161365                            | 1        |           |    |       |
| NS      | 161452                            | 1        |           |    |       |
| IGBJG   | 1-1/2X1 GALV MI BUSH              | 1        | 9.940     | EA | 9.94  |
| IGBJF   | 1-1/2X3/4 GALV MI BUSH            | 1        | 11.020    | EA | 11.02 |
| NS      | 161439                            | 1        |           |    |       |
|         | ADD 1-1/2 GALV RED & BUSH         |          |           |    |       |
|         | BRASS 1-1/2                       |          |           |    |       |
| NS      | 274255                            | 1        |           |    |       |
| NS      | 249962                            | 1        |           |    |       |
| NS      | 1114796                           | 1        |           |    |       |
| NS      | 165909                            | 1        |           |    |       |
| NS      | 660297                            | 1        |           |    |       |
| NS      | 670841                            | 1        |           |    |       |
| NS      | 33525                             | 1        |           |    |       |
| NS      | 47743                             | 1        |           |    |       |
| GBRNJM  | LF 1-1/2X3 BRS NIP GBL            | 1        | 15.510    | EA | 15.51 |
| NS      | 10732                             | 1        |           |    |       |
| GBRNJCL | LF 1-1/2XCLOSE BRS NIP GBL        | 1        | 10.470    | EA | 10.47 |
| NS      | 3816234                           | 1        |           |    |       |
| IBRLFTJ | LF 1-1/2 BRS TEE                  | 1        | 31.500    | EA | 31.50 |
| IBRLF9J | LF 1-1/2 BRS 90 ELL               | 1        | 31.860    | EA | 31.86 |



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| Item         | Description                        | Quantity | Net Price | UM | Total  |
|--------------|------------------------------------|----------|-----------|----|--------|
| NS           | 3816322                            | 1        |           |    |        |
| NS           | 3816267                            | 1        |           |    |        |
| NS           | 3816298                            | 1        |           |    |        |
| NS           | 3816200                            | 1        |           |    |        |
| IBRLFCJ      | LF 1-1/2 BRS COUP                  | 1        | 19.510    | EA | 19.51  |
| NS           | 667714                             | 1        |           |    |        |
| NS           | 3816274                            | 1        |           |    |        |
| NS           | 3975476                            | 1        |           |    |        |
| NS           | 4335644                            | 1        |           |    |        |
| NS           | 460037                             | 1        |           |    |        |
| NS           | 460038                             | 1        |           |    |        |
| NS           | 460039                             | 1        |           |    |        |
| NS           | 3816276                            | 1        |           |    |        |
|              | 1-1/4 SS                           |          |           |    |        |
| NS           | 4923959                            | 1        |           |    |        |
| NS           | 4923958                            | 1        |           |    |        |
| NS           | 4923822                            | 1        |           |    |        |
| NS           | 94075                              | 1        |           |    |        |
| NS           | 94071                              | 1        |           |    |        |
| NS           | 94067                              | 1        |           |    |        |
| NS           | 94069                              | 1        |           |    |        |
| NS           | 94066                              | 1        |           |    |        |
| NS           | 342014                             | 1        |           |    |        |
| NS           | 1289708                            | 1        |           |    |        |
| NS           | 1289534                            | 1        |           |    |        |
| NS           | 79106                              | 1        |           |    |        |
| IS4CTUSP114H | 1-1/4 SS 304 150# SP114 THRD UNION | 1        | 169.260   | EA | 169.26 |
| NS           | 1289528                            | 1        |           |    |        |
| NS           | 277155                             | 1        |           |    |        |
| NS           | 79240                              | 1        |           |    |        |
| NS           | 2034236                            | 1        |           |    |        |
| NS           | 54178                              | 1        |           |    |        |
| NS           | 80352                              | 1        |           |    |        |
| NS           | 1321229                            | 1        |           |    |        |
| NS           | 54178                              | 1        |           |    |        |
| NS           | 54176                              | 1        |           |    |        |
| NS           | 166422                             | 1        |           |    |        |
|              | GALVANIZED 1-1/4                   |          |           |    |        |
| IGNH36       | 1-1/4X36 GALV RDY CUT PIPE TBE     | 1        | 103.950   | EA | 103.95 |
| NS           | 406962                             | 1        |           |    |        |
| NS           | 406947                             | 1        |           |    |        |
| NS           | 407017                             | 1        |           |    |        |
| NS           | 406987                             | 1        |           |    |        |
| NS           | 406957                             | 1        |           |    |        |
| NS           | 406926                             | 1        |           |    |        |
| IGNHP        | 1-1/4X4 GALV STL NIP               | 1        | 5.210     | EA | 5.21   |
| NS           | 406842                             | 1        |           |    |        |
| IGNHK        | 1-1/4X2 GALV STL NIP               | 1        | 4.010     | EA | 4.01   |
| IGNHCL       | 1-1/4XCLOSE GALV STL NIP           | 1        | 3.730     | EA | 3.73   |
| NS           | 342014                             | 1        |           |    |        |
| IGTH         | 1-1/4 GALV MI 150# TEE             | 1        | 13.320    | EA | 13.32  |
| IG9H         | 1-1/4 GALV MI 150# 90 ELL          | 1        | 8.780     | EA | 8.78   |
| NS           | 161170                             | 1        |           |    |        |
| NS           | 161194                             | 1        |           |    |        |
| IG150UH      | LF 1-1/4 GALV MI 150# GJ UNION     | 1        | 23.190    | EA | 23.19  |
| IGCPH        | 1-1/4 GALV MI CORED PLUG           | 1        | 6.200     | EA | 6.20   |
| IGCAPH       | 1-1/4 GALV MI 150# CAP             | 1        | 6.080     | EA | 6.08   |
| IGCH         | 1-1/4 GALV MI 150# COUP            | 1        | 9.330     | EA | 9.33   |
| IGRCHG       | 1-1/4X1 GALV MI 150# RED COUP      | 1        | 8.840     | EA | 8.84   |

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| Item     | Description                 | Quantity | Net Price | UM | Total |
|----------|-----------------------------|----------|-----------|----|-------|
| NS       | 161362                      | 1        |           |    |       |
| NS       | 161356                      | 1        |           |    |       |
| NS       | 161356                      | 1        |           |    |       |
| IGBHG    | 1-1/4X1 GALV MI BUSH        | 1        | 7.590     | EA | 7.59  |
| NS       | 161429                      | 1        |           |    |       |
| NS       | 166179                      | 1        |           |    |       |
|          | BRASS 1-1/4                 |          |           |    |       |
| NS       | 1120090                     | 1        |           |    |       |
| NS       | 1120026                     | 1        |           |    |       |
| NS       | 1114819                     | 1        |           |    |       |
| NS       | 396459                      | 1        |           |    |       |
| NS       | 665216                      | 1        |           |    |       |
| NS       | 517484                      | 1        |           |    |       |
| NS       | 27421                       | 1        |           |    |       |
| GBRNHP   | LF 1-1/4X4 BRS NIP GBL      | 1        | 16.200    | EA | 16.20 |
| GBRNHM   | LF 1-1/4X3 BRS NIP GBL      | 1        | 12.300    | EA | 12.30 |
| NS       | 8481                        | 1        |           |    |       |
| GBRNHCL  | LF 1-1/4XCLOSE BRS NIP GBL  | 1        | 8.050     | EA | 8.05  |
| IBRLFTTH | LF 1-1/4 BRS TEE            | 1        | 22.900    | EA | 22.90 |
| NS       | 3816186                     | 1        |           |    |       |
| NS       | 7899687                     | 1        |           |    |       |
| NS       | 3816244                     | 1        |           |    |       |
| NS       | 3816321                     | 1        |           |    |       |
| NS       | 3816264                     | 1        |           |    |       |
| NS       | 3816297                     | 1        |           |    |       |
| NS       | 3816199                     | 1        |           |    |       |
| IBRLFCH  | LF 1-1/4 BRS COUP           | 1        | 14.360    | EA | 14.36 |
| NS       | 3816245                     | 1        |           |    |       |
| NS       | 460066                      | 1        |           |    |       |
| NS       | 4736816                     | 1        |           |    |       |
| IBRLFBHG | LF 1-1/4X1 BRS BUSH         | 1        | 10.310    | EA | 10.31 |
| NS       | 3816257                     | 1        |           |    |       |
| NS       | 4092349                     | 1        |           |    |       |
|          | SS 1"                       |          |           |    |       |
| NS       | SP253373                    | 1        |           |    |       |
| NS       | 3288185                     | 1        |           |    |       |
| NS       | 4121419                     | 1        |           |    |       |
| NS       | 4284251                     | 1        |           |    |       |
| NS       | 321443                      | 1        |           |    |       |
| NS       | 94115                       | 1        |           |    |       |
| NS       | 4284402                     | 1        |           |    |       |
| NS       | 94061                       | 1        |           |    |       |
| IS44NGK  | 1X2 SS S40 304L WLD NIP     | 1        | 0.000     | EA | 0.00  |
| NS       | 94058                       | 1        |           |    |       |
| NS       | 280987                      | 1        |           |    |       |
| NS       | 80239                       | 1        |           |    |       |
| NS       | 79437                       | 1        |           |    |       |
| NS       | 1289607                     | 1        |           |    |       |
| NS       | 79219                       | 1        |           |    |       |
| NS       | 1289787                     | 1        |           |    |       |
| NS       | 4375869                     | 1        |           |    |       |
| NS       | 171252                      | 1        |           |    |       |
| IS4CTCG  | 1 SS 304 150# THRD COUP     | 1        | 31.990    | EA | 31.99 |
| NS       | 1198613                     | 1        |           |    |       |
| NS       | 80346                       | 1        |           |    |       |
| IS4CTBGD | 1X1/2 SS 304 150# THRD BUSH | 1        | 25.030    | EA | 25.03 |
| IS4CTBGF | 1X3/4 SS 304 150# THRD BUSH | 1        | 25.030    | EA | 25.03 |
|          | GALVANIZED 1"               |          |           |    |       |



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| Item        | Description                 | Quantity | Net Price | UM | Total |
|-------------|-----------------------------|----------|-----------|----|-------|
| IGNG36      | 1X36 GALV RDY CUT PIPE TBE  | 1        | 12.940    | EA | 12.94 |
| IGNG24      | 1X24 GALV RDY CUT PIPE TBE  | 1        | 9.710     | EA | 9.71  |
| IGNG18      | 1X18 GALV RDY CUT PIPE TBE  | 1        | 18.520    | EA | 18.52 |
| IGNG12      | 1X12 GALV STL NIP           | 1        | 13.110    | EA | 13.11 |
| NS          | 406730                      | 1        |           |    |       |
| NS          | 406702                      | 1        |           |    |       |
| IGNGU       | 1X6 GALV STL NIP            | 1        | 5.890     | EA | 5.89  |
| IGNGP       | 1X4 GALV STL NIP            | 1        | 4.260     | EA | 4.26  |
| IGNGM       | 1X3 GALV STL NIP            | 1        | 3.520     | EA | 3.52  |
| IGNGK       | 1X2 GALV STL NIP            | 1        | 3.270     | EA | 3.27  |
| IGNGCL      | 1XCLOSE GALV STL NIP        | 1        | 2.780     | EA | 2.78  |
| IGS9G       | 1 GALV MI 150# ST 90 ELL    | 1        | 7.130     | EA | 7.13  |
| IG9G        | 1 GALV MI 150# 90 ELL       | 1        | 5.690     | EA | 5.69  |
| NS          | 161192                      | 1        |           |    |       |
| IGS9G       | 1 GALV MI 150# ST 90 ELL    | 1        | 7.130     | EA | 7.13  |
| IGTG        | 1 GALV MI 150# TEE          | 1        | 8.440     | EA | 8.44  |
| IG150UG     | LF 1 GALV MI 150# GJ UNION  | 1        | 17.070    | EA | 17.07 |
| NS          | 161394                      | 1        |           |    |       |
| IGCPG       | 1 GALV MI CORED PLUG        | 1        | 4.020     | EA | 4.02  |
| NS          | 1115057                     | 1        |           |    |       |
| GCG         | 1 GALV MI 150# COUP         | 1        | 7.130     | EA | 7.13  |
| IGRCGF      | 1X3/4 GALV MI 150# RED COUP | 1        | 6.450     | EA | 6.45  |
| NS          | 161339                      | 1        |           |    |       |
| IGBGF       | 1X3/4 GALV MI BUSH          | 1        | 5.650     | EA | 5.65  |
| IGBGD       | 1X1/2 GALV MI BUSH          | 1        | 5.950     | EA | 5.95  |
|             | BRASS 1"                    |          |           |    |       |
| GBRNG36     | LF 1X36 BRS NIP GBL         | 1        | 94.870    | EA | 94.87 |
| NS          | 89690                       | 1        |           |    |       |
| NS          | 1114735                     | 1        |           |    |       |
| GBRNG12     | LF 1X12 BRS NIP GBL         | 1        | 31.130    | EA | 31.13 |
| NS          | 303548                      | 1        |           |    |       |
| NS          | 89686                       | 1        |           |    |       |
| GBRNGU      | LF 1X6 BRS NIP GBL          | 1        | 16.950    | EA | 16.95 |
| NS          | 37700                       | 1        |           |    |       |
| GBRNGM      | LF 1X3 BRS NIP GBL          | 1        | 8.840     | EA | 8.84  |
| NS          | 51058                       | 1        |           |    |       |
| GBRNGCL     | LF 1XCLOSE BRS NIP GBL      | 1        | 5.430     | EA | 5.43  |
| IBRLFTG     | LF 1 BRS TEE                | 1        | 16.320    | EA | 16.32 |
| IBRLFS9G    | LF 1 BRS ST 90 ELL          | 1        | 16.110    | EA | 16.11 |
| NS          | 3816231                     | 1        |           |    |       |
| IBRLF9G     | LF 1 BRS 90 ELL             | 1        | 11.540    | EA | 11.54 |
| NS          | 3816320                     | 1        |           |    |       |
| IBRLF125UG  | LF 1 BRS 125# UNION         | 1        | 26.360    | EA | 26.36 |
| IBRLFCAPG   | LF 1 BRS CAP IMPORT         | 1        | 8.010     | EA | 8.01  |
| IBRLFCPLUGG | LF 1 BRS SQ HD CORED PLUG   | 1        | 5.770     | EA | 5.77  |
| IBRLFCG     | LF 1 BRS COUP               | 1        | 9.190     | EA | 9.19  |
| IBRLFRCGF   | LF 1X3/4 BRS RED COUP       | 1        | 12.090    | EA | 12.09 |
| NS          | 3816274                     | 1        |           |    |       |
| IBRLFBGF    | LF 1X3/4 BRS BUSH           | 1        | 6.050     | EA | 6.05  |
| IBRLFBGD    | LF 1X1/2 BRS BUSH           | 1        | 6.320     | EA | 6.32  |
|             | STAINLESS STEEL 3/4         |          |           |    |       |
| NS          | 9734014                     | 1        |           |    |       |
| NS          | 4413391                     | 1        |           |    |       |
| NS          | 321438                      | 1        |           |    |       |
| IS44NFU     | 3/4X6 SS S40 304L WLD NIP   | 1        | 68.290    | EA | 68.29 |
| NS          | 94053                       | 1        |           |    |       |
| NS          | 4378083                     | 1        |           |    |       |
| NS          | 94049                       | 1        |           |    |       |
| NS          | 94047                       | 1        |           |    |       |



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| Item          | Description                                           | Quantity | Net Price | UM | Total |
|---------------|-------------------------------------------------------|----------|-----------|----|-------|
| NS            | 280986                                                | 1        |           |    |       |
| IS4CTTF       | 3/4 SS 304 150# THRD TEE                              | 1        | 38.990    | EA | 38.99 |
| NS            | 79436                                                 | 1        |           |    |       |
| IS4CT9F       | 3/4 SS 304 150# THRD 90 ELL                           | 1        | 25.910    | EA | 25.91 |
| NS            | 79155                                                 | 1        |           |    |       |
| NS            | 79217                                                 | 1        |           |    |       |
| NS            | 79308                                                 | 1        |           |    |       |
| NS            | 171251                                                | 1        |           |    |       |
| IS4CTCF       | 3/4 SS 304 150# THRD COUP                             | 1        | 21.060    | EA | 21.06 |
| NS            | 171251                                                | 1        |           |    |       |
| IS4CTBSP114FD | 3/4X1/2 SS 304 150# SP114 THRD BUSH<br>GALVANIZED 3/4 | 1        | 18.170    | EA | 18.17 |
| IGNF36        | 3/4X36 GALV RDY CUT PIPE TBE                          | 1        | 10.260    | EA | 10.26 |
| IGNF24        | 3/4X24 GALV RDY CUT PIPE TBE                          | 1        | 7.270     | EA | 7.27  |
| IGNF18        | 3/4X18 GALV RDY CUT PIPE TBE                          | 1        | 14.360    | EA | 14.36 |
| IGNF12        | 3/4X12 GALV STL NIP                                   | 1        | 9.680     | EA | 9.68  |
| IGNF10        | 3/4X10 GALV STL NIP                                   | 1        | 8.640     | EA | 8.64  |
| IGNFX         | 3/4X8 GALV STL NIP                                    | 1        | 7.780     | EA | 7.78  |
| IGNFU         | 3/4X6 GALV STL NIP                                    | 1        | 4.480     | EA | 4.48  |
| NS            | 406322                                                | 1        |           |    |       |
| IGNFM         | 3/4X3 GALV STL NIP                                    | 1        | 2.440     | EA | 2.44  |
| NS            | 406266                                                | 1        |           |    |       |
| IGNFCL        | 3/4XCLOSE GALV STL NIP                                | 1        | 2.040     | EA | 2.04  |
| IGTF          | 3/4 GALV MI 150# TEE                                  | 1        | 5.160     | EA | 5.16  |
| GS9F          | 3/4 GALV MI 150# ST 90 ELL                            | 1        | 5.670     | EA | 5.67  |
| NS            | 45299                                                 | 1        |           |    |       |
| IG9F          | 3/4 GALV MI 150# 90 ELL                               | 1        | 3.060     | EA | 3.06  |
| NS            | 161191                                                | 1        |           |    |       |
| IG150UF       | LF 3/4 GALV MI 150# GJ UNION                          | 1        | 13.730    | EA | 13.73 |
| IGCAPF        | 3/4 GALV MI 150# CAP                                  | 1        | 3.820     | EA | 3.82  |
| IGPF          | 3/4 GALV MI SLD PLUG                                  | 1        | 3.670     | EA | 3.67  |
| IGCF          | 3/4 GALV MI 150# COUP                                 | 1        | 4.120     | EA | 4.12  |
| NS            | 161333                                                | 1        |           |    |       |
| IGBFD         | 3/4X1/2 GALV MI BUSH<br>BRASS 3/4"                    | 1        | 4.980     | EA | 4.98  |
| GBRNF36       | LF 3/4X36 BRS NIP GBL                                 | 1        | 63.280    | EA | 63.28 |
| NS            | 302637                                                | 1        |           |    |       |
| NS            | 1114842                                               | 1        |           |    |       |
| GBRNF12       | LF 3/4X12 BRS NIP GBL                                 | 1        | 20.760    | EA | 20.76 |
| NS            | 151564                                                | 1        |           |    |       |
| NS            | 151561                                                | 1        |           |    |       |
| GBRNFU        | LF 3/4X6 BRS NIP GBL                                  | 1        | 11.610    | EA | 11.61 |
| GBRNF         | LF 3/4X4 BRS NIP GBL                                  | 1        | 7.950     | EA | 7.95  |
| GBRNF         | LF 3/4X3 BRS NIP GBL                                  | 1        | 6.200     | EA | 6.20  |
| GBRNF         | LF 3/4X2 BRS NIP GBL                                  | 1        | 4.640     | EA | 4.64  |
| GBRNFCL       | LF 3/4XCLOSE BRS NIP GBL                              | 1        | 3.680     | EA | 3.68  |
| IBRLFTF       | LF 3/4 BRS TEE                                        | 1        | 9.190     | EA | 9.19  |
| NS            | 3816229                                               | 1        |           |    |       |
| IBRLFS9F      | LF 3/4 BRS ST 90 ELL                                  | 1        | 9.740     | EA | 9.74  |
| IBRLF9F       | LF 3/4 BRS 90 ELL                                     | 1        | 7.480     | EA | 7.48  |
| IBRLF4F       | LF 3/4 BRS 45 ELL                                     | 1        | 7.700     | EA | 7.70  |
| IBRLF125UF    | LF 3/4 BRS 125# UNION                                 | 1        | 19.980    | EA | 19.98 |
| NS            | 3816292                                               | 1        |           |    |       |
| IBRLFCF       | LF 3/4 BRS COUP                                       | 1        | 6.050     | EA | 6.05  |
| NS            | 3816224                                               | 1        |           |    |       |
| IBRLFBFD      | LF 3/4X1/2 BRS BUSH<br>STAINLESS STEEL 1/2            | 1        | 4.000     | EA | 4.00  |
| NS            | 3348613                                               | 1        |           |    |       |



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Reference No: B410151

| Item     | Description                                      | Quantity | Net Price | UM | Total |
|----------|--------------------------------------------------|----------|-----------|----|-------|
| NS       | 4923813                                          | 1        |           |    |       |
| NS       | 321436                                           | 1        |           |    |       |
| NS       | 94046                                            | 1        |           |    |       |
| NS       | 94042                                            | 1        |           |    |       |
| IS44NDM  | 1/2X3 SS S40 304L WLD NIP                        | 1        | 30.700    | EA | 30.70 |
| NS       | 94038                                            | 1        |           |    |       |
| NS       | 94036                                            | 1        |           |    |       |
| NS       | 79126                                            | 1        |           |    |       |
| NS       | 342017                                           | 1        |           |    |       |
| NS       | 79098                                            | 1        |           |    |       |
| NS       | 79151                                            | 1        |           |    |       |
| NS       | 79439                                            | 1        |           |    |       |
| NS       | 79306                                            | 1        |           |    |       |
| NS       | 171250                                           | 1        |           |    |       |
| NS       | 79234                                            | 1        |           |    |       |
| NS       | 2034154                                          | 1        |           |    |       |
| NS       | 293224                                           | 1        |           |    |       |
| NS       | 79354                                            | 1        |           |    |       |
| IS4CTBDB | 1/2X1/4 SS 304 150# THRD BUSH<br>GALVANIZED 1/2" | 1        | 12.420    | EA | 12.42 |
| IGND12   | 1/2X12 GALV STL NIP                              | 1        | 8.240     | EA | 8.24  |
| IGND10   | 1/2X10 GALV STL NIP                              | 1        | 7.250     | EA | 7.25  |
| NS       | 406111                                           | 1        |           |    |       |
| NS       | 406071                                           | 1        |           |    |       |
| NS       | 406006                                           | 1        |           |    |       |
| IGNDM    | 1/2X3 GALV STL NIP                               | 1        | 2.070     | EA | 2.07  |
| IGNDK    | 1/2X2 GALV STL NIP                               | 1        | 1.790     | EA | 1.79  |
| NS       | 405926                                           | 1        |           |    |       |
| NS       | 161317                                           | 1        |           |    |       |
| IGTD     | 1/2 GALV MI 150# TEE                             | 1        | 3.070     | EA | 3.07  |
| NS       | 161165                                           | 1        |           |    |       |
| IG9D     | 1/2 GALV MI 150# 90 ELL                          | 1        | 2.540     | EA | 2.54  |
| NS       | 161190                                           | 1        |           |    |       |
| NS       | 166175                                           | 1        |           |    |       |
| NS       | 161389                                           | 1        |           |    |       |
| IGPD     | 1/2 GALV MI SLD PLUG                             | 1        | 3.670     | EA | 3.67  |
| NS       | 161325                                           | 1        |           |    |       |
| IGRCDC   | 1/2X3/8 GALV MI 150# RED COUP                    | 1        | 3.590     | EA | 3.59  |
| IGRCDB   | 1/2X1/4 GALV MI 150# RED COUP                    | 1        | 3.820     | EA | 3.82  |
| IGBDC    | 1/2X3/8 GALV MI BUSH                             | 1        | 5.360     | EA | 5.36  |
| IGBDB    | 1/2X1/4 GALV MI BUSH<br>BRASS 1/2"               | 1        | 10.230    | EA | 10.23 |
| NS       | 151582                                           | 1        |           |    |       |
| NS       | 401749                                           | 1        |           |    |       |
| NS       | 236349                                           | 1        |           |    |       |
| GBRNDU   | LF 1/2X6 BRS NIP GBL                             | 1        | 8.740     | EA | 8.74  |
| GBRNDP   | LF 1/2X4 BRS NIP GBL                             | 1        | 5.930     | EA | 5.93  |
| NS       | 14881                                            | 1        |           |    |       |
| GBRNDK   | LF 1/2X2 BRS NIP GBL                             | 1        | 3.380     | EA | 3.38  |
| GBRNDCL  | LF 1/2XCLOSE BRS NIP GBL                         | 1        | 2.540     | EA | 2.54  |
| NS       | 3816211                                          | 1        |           |    |       |
| NS       | 459992                                           | 1        |           |    |       |
| NS       | 3816183                                          | 1        |           |    |       |
| NS       | 3816318                                          | 1        |           |    |       |
| NS       | 4715856                                          | 1        |           |    |       |
| NS       | 460071                                           | 1        |           |    |       |
| NS       | 3816195                                          | 1        |           |    |       |
| NS       | 3816254                                          | 1        |           |    |       |
| NS       | 3816213                                          | 1        |           |    |       |



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| Item               | Description                         | Quantity | Net Price | UM | Total   |
|--------------------|-------------------------------------|----------|-----------|----|---------|
| NS                 | 3816212                             | 1        |           |    |         |
| NS                 | 3879768                             | 1        |           |    |         |
| NS                 | 3816222                             | 1        |           |    |         |
|                    | STAINLESS STEEL 3/8                 |          |           |    |         |
| NS                 | 94035                               | 1        |           |    |         |
| NS                 | 4284379                             | 1        |           |    |         |
| NS                 | 4284307                             | 1        |           |    |         |
| NS                 | 94027                               | 1        |           |    |         |
| NS                 | 54162                               | 1        |           |    |         |
| NS                 | 1337142                             | 1        |           |    |         |
| NS                 | 79375                               | 1        |           |    |         |
| NS                 | 79097                               | 1        |           |    |         |
| NS                 | 54177                               | 1        |           |    |         |
| NS                 | 293223                              | 1        |           |    |         |
| NS                 | 54166                               | 1        |           |    |         |
|                    | GALVANIZED 3/8"                     |          |           |    |         |
| NS                 | 23221                               | 1        |           |    |         |
| NS                 | 37600                               | 1        |           |    |         |
| NS                 | 19105                               | 1        |           |    |         |
| NS                 | 510                                 | 1        |           |    |         |
| NS                 | 5062489                             | 1        |           |    |         |
| NS                 | 44843                               | 1        |           |    |         |
| NS                 | 2119                                | 1        |           |    |         |
| NS                 | 151                                 | 1        |           |    |         |
| NS                 | 29398                               | 1        |           |    |         |
| NS                 | 37790                               | 1        |           |    |         |
| IGBCB              | 3/8X1/4 GALV MI BUSH                | 1        | 5.360     | EA | 5.36    |
|                    | BRASS 3/8"                          |          |           |    |         |
| GBRNCU             | LF 3/8X6 BRS NIP GBL                | 1        | 6.140     | EA | 6.14    |
| NS                 | 47435                               | 1        |           |    |         |
| NS                 | 29378                               | 1        |           |    |         |
| GBRNCK             | LF 3/8X2 BRS NIP GBL                | 1        | 2.740     | EA | 2.74    |
| GBRNCCL            | LF 3/8XCLOSE BRS NIP GBL            | 1        | 1.910     | EA | 1.91    |
| NS                 | 3879975                             | 1        |           |    |         |
| NS                 | 3879828                             | 2        |           |    |         |
| IBRLF9C            | LF 3/8 BRS 90 ELL                   | 1        | 3.760     | EA | 3.76    |
|                    | SUCTION HOSES                       |          |           |    |         |
| NS                 | 4936102                             | 1        |           |    |         |
| NS                 | 4934595                             | 1        |           |    |         |
| A1240300020CN      | 3X20 PVC SUCT HOSE MNPSM X FQC      | 1        | 176.250   | EA | 176.25  |
| A1240200020CN      | 2X20 PVC SUCT HOSE MNPSM X FQC      | 1        | 95.270    | EA | 95.27   |
| A2120150050NSTALRL | 1-1/2X50 SJ 300# FIRE HOSE MXF      | 1        | 109.160   | EA | 109.16  |
| A2120250050NSTALRL | 2-1/2X50 SGL JKT 300# FIRE HOSE     | 1        | 190.480   | EA | 190.48  |
|                    | WATER PIPE                          |          |           |    |         |
| DR18BP18           | 18 C900 DR18 CL235 PVC GJ BLUE PIPE | 20       | 56.680    | FT | 1133.60 |
| NS                 | SP242304                            | 40       |           |    |         |
| DR18BP16           | 16 C900 DR18 CL235 PVC GJ BLUE PIPE | 20       | 43.030    | FT | 860.60  |
| PED11A1640         | 16X40 DIPS DR11 HDPE PIPE           | 40       | 3781.630  | C  | 1512.65 |
| DR18BP14           | 14 C900 DR18 CL235 PVC GJ BLUE PIPE | 20       | 0.000     | FT | 0.00    |
| NS                 | SP252871                            | 40       |           |    |         |
| DR18BP12           | 12 C900 DR18 PVC GJ BLUE PIPE       | 20       | 61.950    | FT | 1239.00 |
| PED11B1240         | 12X40 DIPS DR11 HDPE PIPE BL STRIPE | 40       | 2176.610  | C  | 870.64  |
| DR18BP10           | 10 C900 DR18 PVC GJ BLUE PIPE       | 20       | 44.000    | FT | 880.00  |
| PED11B1040         | 10X40 DIPS DR11 HDPE PIPE BL STRIPE | 40       | 1661.030  | C  | 664.41  |
| SDR21P10           | 10 SDR21 CL200 PVC GJ PIPE          | 20       | 34.580    | FT | 691.60  |
| DR18BPX            | 8 C900 DR18 PVC GJ BLUE PIPE        | 20       | 29.330    | FT | 586.60  |
| SDR21BPX           | 8 SDR21 CL200 PVC GJ BLUE PIPE      | 20       | 22.340    | FT | 446.80  |
| PED11BX40          | 8X40 DIPS DR11 HDPE PIPE BL STRIPE  | 40       | 1104.590  | C  | 441.84  |



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|----------------|-------------------------------------|----------|-----------|----|--------|
| DR18BPU        | 6 C900 DR18 PVC GJ BLUE PIPE        | 20       | 17.100    | FT | 342.00 |
| SDR21BPU       | 6 SDR21 CL200 PVC GJ BLUE PIPE      | 20       | 13.320    | FT | 266.40 |
| PED11BU40      | 6X40 DIPS DR11 HDPE PIPE BL STRIPE  | 40       | 641.680   | C  | 256.67 |
| DR18BPP        | 4 C900 DR18 PVC GJ BLUE PIPE        | 20       | 8.380     | FT | 167.60 |
| SDR21BPP       | 4 SDR21 CL200 PVC GJ BLUE PIPE      | 20       | 6.310     | FT | 126.20 |
| PED11BP40      | 4X40 DIPS DR11 HDPE PIPE BL STRIPE  | 40       | 310.190   | C  | 124.08 |
| SDR21BPM       | 3 SDR21 CL200 PVC GJ BLUE PIPE      | 14       | 3.810     | FT | 53.34  |
| SDR21BPK       | 2 SDR21 CL200 PVC GJ BLUE PIPE      | 14       | 1.890     | FT | 26.46  |
| CPEC9BLK150    | 2X150 CTS DR9 HDPE BLUE PIPE *X     | 150      | 2.410     | FT | 361.50 |
| PEC9AH300      | 1-1/4X300 CTS DR9 HDPE PIPE         | 300      | 87.580    | C  | 262.74 |
| CPEC9ABLG150   | 1X150 CTS DR9 HDPE BLUE STRIPE PIPE | 150      | 0.560     | FT | 84.00  |
| P40BEPG20      | 1X20 PVC S40 BE PIPE                | 20       | 129.500   | C  | 25.90  |
| PEC9BG100      | 1X100 CTS DR9 HDPE BLUE STRIPE      | 100      | 69.140    | C  | 69.14  |
| PEC9ABLF500    | 3/4X500 CTS DR9 HDPE BLUE PIPE      | 100      | 39.110    | C  | 39.11  |
| P40BEPF20      | 3/4X20 PVC S40 BE PIPE              | 20       | 82.960    | C  | 16.59  |
|                | HYDRANT ADAPTERS                    |          |           |    |        |
| FNW9309LK      | 2-1/2 FNST X 2 MNPT HYD ADPT        | 1        | 22.960    | EA | 22.96  |
| FNW9309LF      | 2-1/2 FNST X 3/4 MNPT HYD ADPT      | 1        | 26.200    | EA | 26.20  |
|                | FORD WRAP AROUNDS                   |          |           |    |        |
| NS             | 90258                               | 1        |           |    |        |
| FF1130215      | 12X15 SS REP CLMP 12.62-13.02       | 1        | 518.490   | EA | 518.49 |
| FF1135015      | 12X15 F1 SS REP CLMP 13.10-13.50    | 1        | 518.490   | EA | 518.49 |
| FF1110415      | 10X15 SS REP CLMP 10.64-11.04       | 1        | 455.770   | EA | 455.77 |
| NS             | 882419                              | 1        |           |    |        |
| FF189415       | 8X15 SS REP CLMP 8.54-8.94          | 1        | 353.130   | EA | 353.13 |
| FF193915       | 8X15 F1 SS REP CLMP 8.99-9.39       | 1        | 353.130   | EA | 353.13 |
| FF169615       | 6X15 SS REP CLMP 6.56-6.96          | 1        | 283.530   | EA | 283.53 |
| FF172415       | 6X15 F1 SS REP CLMP 6.84-7.24       | 1        | 290.680   | EA | 290.68 |
| FF147315       | 4X15 SS REP CLMP 4.45-4.73          | 1        | 224.850   | EA | 224.85 |
| NS             | 90173                               | 1        |           |    |        |
| FF137015       | 3X15 SS REP CLMP 3.46-3.70          | 1        | 219.380   | EA | 219.38 |
| NS             | 501398                              | 1        |           |    |        |
| NS             | 501400                              | 1        |           |    |        |
| FFSC1326R2     | 1X6 SS WRAP CLMP 1.32               | 1        | 109.570   | EA | 109.57 |
| NS             | 4928577                             | 1        |           |    |        |
| FFSC2386R2     | 2X6 SS WRAP CLMP 2.38               | 1        | 115.940   | EA | 115.94 |
| NS             | 4928583                             | 1        |           |    |        |
| FFSC0883R      | 3/4X3 WRAP CLMP .875                | 1        | 48.980    | EA | 48.98  |
| FFSC0886R      | 3/4X6 WRAP CLMP .875                | 1        | 103.600   | EA | 103.60 |
|                | FOSTERS AND FOSTER KITS             |          |           |    |        |
| I16FABC        | 16 FOSTER ADPT W/ MJ ACC KIT        | 1        | 844.240   | EA | 844.24 |
| I12FABC        | 12 FOSTER ADPT W/ MJ ACC KIT        | 1        | 470.740   | EA | 470.74 |
| I10FABC        | 10 FOSTER ADPT W/ MJ ACC KIT        | 1        | 448.890   | EA | 448.89 |
| I8FABC         | 8 FOSTER ADPT W/ MJ ACC KIT         | 1        | 303.860   | EA | 303.86 |
| I6FABC         | 6 FOSTER ADPT W/ MJ ACC KIT         | 1        | 232.340   | EA | 232.34 |
| I4FABC         | 4 FOSTER ADPT W/ MJ ACC KIT         | 1        | 166.780   | EA | 166.78 |
| I3FABC         | 3 FOSTER ADPT W/ MJ ACC KIT         | 1        | 156.850   | EA | 156.85 |
|                | FLANGES&GASKET BLT PCKS             |          |           |    |        |
| NS             | SP218814                            | 1        |           |    |        |
| NS             | 2500956                             | 1        |           |    |        |
| NS             | 2500955                             | 1        |           |    |        |
| FNWNBGS41RF812 | 12 304 SS 150# RR FF 1/8 FLG PKG    | 1        | 165.260   | EA | 165.26 |
| FNWNBGS41RF810 | 10 304 SS 150# RR FF 1/8 FLG PKG    | 1        | 150.680   | EA | 150.68 |
| FNWNBGS41RF8X  | 8 304 SS 150# RR FF 1/8 FLG PKG     | 1        | 66.100    | EA | 66.10  |
| FNWNBGS41RF8U  | 6 304 SS 150# RR FF 1/8 FLG SET     | 1        | 61.730    | EA | 61.73  |
| FNWNBGS41RF8P  | 4 304 SS 150# RR FF 1/8 FLG PKG     | 1        | 40.830    | EA | 40.83  |
| FNWNBGS41RF8M  | 3 304 SS 150# RR FF 1/8 FLG PKG     | 1        | 29.450    | EA | 29.45  |
|                | BELL RESTRAINTS                     |          |           |    |        |
| NS             | 1775578                             | 1        |           |    |        |



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|---------------|-----------------------------------|----------|-----------|----|--------|
| SPWPC16       | 16 SIGMA BELL REST F/ C900 *PVLOK | 1        | 825.360   | EA | 825.36 |
| SPWPC14       | 14 SIGMA BELL REST F/ C900 *PVLOK | 1        | 811.730   | EA | 811.73 |
| SPWPC12       | 12 SIGMA BELL REST F/ C900 *PVLOK | 1        | 355.880   | EA | 355.88 |
| SPWPC10       | 10 SIGMA BELL REST F/ C900        | 1        | 325.130   | EA | 325.13 |
| SPWPC8        | 8 SIGMA BELL REST F/ C900 *PVLOK  | 1        | 187.100   | EA | 187.10 |
| SPWPC6        | 6 SIGMA BELL REST F/ C900 *PVLOK  | 1        | 111.930   | EA | 111.93 |
| SPWPC4        | 4 SIGMA BELL REST F/ C900 *PVLOK  | 1        | 89.400    | EA | 89.40  |
|               | BELL REPAIR KITS                  |          |           |    |        |
| NS            | 500835                            | 1        |           |    |        |
| NS            | 670788                            | 1        |           |    |        |
| NS            | 101733                            | 1        |           |    |        |
| NS            | 332541                            | 1        |           |    |        |
| NS            | 101730                            | 1        |           |    |        |
| NS            | 638119                            | 1        |           |    |        |
| FFBC238       | 2 BELL JT LEAK CLMP 2.38          | 1        | 164.710   | EA | 164.71 |
|               | CC TO IP ADPT                     |          |           |    |        |
| NS            | 4409523                           | 1        |           |    |        |
| NS            | 4409134                           | 1        |           |    |        |
| NS            | 4409867                           | 1        |           |    |        |
|               | SERVICE TPN SDLS                  |          |           |    |        |
| FF2022050IP4  | 18X1 IP DBL STRP SDL PVC DI       | 1        | 173.010   | EA | 173.01 |
| FF2022050IP7  | 18X2 IP DBL STRP SDL PVC DI       | 1        | 201.310   | EA | 201.31 |
| FF2021840IP7  | 16X2 IP DBL STRP SDL DI           | 1        | 180.870   | EA | 180.87 |
| FFC2021740IP4 | 16X1 IP DBL STRP SS EPOX SDL      | 1        | 237.430   | EA | 237.43 |
| FF2021625IP7  | 14X2 IP DBL STRP SDL PVC DI       | 1        | 149.850   | EA | 149.85 |
| NS            | 900861                            | 1        |           |    |        |
| FFC2021275IP4 | 12X1 IP DBL STRP SS EPOX SDL      | 1        | 187.060   | EA | 187.06 |
| FFC2021275IP7 | 12X2 IP DBL STRP SS EPOX SDL      | 1        | 210.520   | EA | 210.52 |
| FF2021320IP7  | 12X2 IP DBL STRP SDL PVC DI       | 1        | 132.020   | EA | 132.02 |
| FFC2021320IP4 | 12X1 IP DBL SS EPOX SDL PVC DI    | 1        | 187.060   | EA | 187.06 |
| NS            | 893012                            | 1        |           |    |        |
| FFC2021110IP7 | 10X2 IP DBL SS EPOX SDL PVC DI    | 1        | 195.740   | EA | 195.74 |
| FFC2021110IP4 | 10X1 IP DBL SS EPOX SDL DI AC     | 1        | 179.780   | EA | 179.78 |
| FFC2021075IP4 | 10X1 IP DBL STRP SS EPOX SDL      | 1        | 179.780   | EA | 179.78 |
| FFC202905IP7  | 8X2 IP DBL SS EPOX SDL PVC DI     | 1        | 160.170   | EA | 160.17 |
| FFC202905IP4  | 8X1 IP DBL SS EPOX SDL PVC DI     | 1        | 148.900   | EA | 148.90 |
| FFC202871IP4  | FC202-8.71 X IP4 SDL              | 1        | 148.900   | EA | 148.90 |
| FFC202871IP7  | 8X2 IP DBL SS EPOX SDL PVC        | 1        | 160.170   | EA | 160.17 |
| FFC202690IP7  | 6X2 IP DBL SS EPOX SDL PVC DI     | 1        | 140.180   | EA | 140.18 |
| FFC202690IP4  | 6X1 IP DBL SS EPOX SDL PVC DI     | 1        | 129.910   | EA | 129.91 |
| FFC202669IP7  | 6X2 IP DBL STRP SS EPOX SDL       | 1        | 140.180   | EA | 140.18 |
| FFC202669IP4  | 6X1 IP DBL SS EPOX SDL PVC        | 1        | 129.910   | EA | 129.91 |
| FFC202480IP7  | 4X2 IP DBL SS EPOX SDL PVC DI     | 1        | 123.650   | EA | 123.65 |
| FFC202480IP4  | 4X1 IP DBL SS EPOX SDL PVC DI     | 1        | 111.880   | EA | 111.88 |
| FFC202380IP7  | 3X2 IP DBL SS EPOX SDL PVC DI     | 1        | 120.710   | EA | 120.71 |
| FFC202380IP4  | 3X1 IP DBL SS EPOX SDL PVC DI     | 1        | 111.420   | EA | 111.42 |
| FFC202250IP4  | 2X1 IP DBL SS EPOX SDL PVC DI     | 1        | 100.410   | EA | 100.41 |
|               | PVC SEWER PIPE                    |          |           |    |        |
| NS            | 1239963                           | 20       |           |    |        |
| NS            | 59169                             | 20       |           |    |        |
| SDR35P1214    | 12X14 SDR35 PVC GJ SWR PIPE       | 14       | 31.080    | FT | 435.12 |
| SDR35P1014    | 10X14 SDR35 PVC GJ SWR PIPE       | 14       | 21.600    | FT | 302.40 |
| SDR35PX14     | 8X14 SDR35 PVC GJ SWR PIPE        | 14       | 13.900    | FT | 194.60 |
| SDR35PU14     | 6X14 SDR35 PVC GJ SWR PIPE        | 14       | 7.650     | FT | 107.10 |
| SDR35PP14     | 4X14 SDR35 PVC GJ SWR PIPE        | 14       | 3.310     | FT | 46.34  |
|               | MAX ADAPTER                       |          |           |    |        |
| GMAX12        | 12.50-15.00 MAX ADPT COUP         | 1        | 261.020   | EA | 261.02 |
| NS            | 7327124                           | 1        |           |    |        |



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Reference No: B410151

| Item        | Description                         | Quantity | Net Price | UM | Total  |
|-------------|-------------------------------------|----------|-----------|----|--------|
| GMAX8       | 8.40-10.15 MAX ADPT COUP            | 1        | 174.130   | EA | 174.13 |
| GMAX6       | 6.27-7.75 MAX ADPT COUP             | 1        | 132.140   | EA | 132.14 |
| GMAX4       | 4.13-5.56 MAX ADPT COUP             | 1        | 88.720    | EA | 88.72  |
|             | FERNCO                              |          |           |    |        |
| F105633     | 3 CI PVC X 3 CI PVC COUP            | 1        | 6.230     | EA | 6.23   |
| F105644     | 4 CI PVC X 4 CI PVC COUP            | 1        | 7.800     | EA | 7.80   |
| NS          | 9567                                | 1        |           |    |        |
| NS          | 9567                                | 1        |           |    |        |
| F105666     | 6 CI PVC X 6 CI PVC COUP            | 1        | 16.660    | EA | 16.66  |
| F105688     | 8 CI PVC X 8 CI PVC COUP            | 1        | 29.500    | EA | 29.50  |
| NS          | 35021                               | 1        |           |    |        |
| NS          | 19205                               | 1        |           |    |        |
| NS          | 7387                                | 1        |           |    |        |
| F100244     | 4 CLAY X 4 CI PVC COUP              | 1        | 7.800     | EA | 7.80   |
| F100266     | 6 CLAY X 6 CI PVC COUP              | 1        | 16.660    | EA | 16.66  |
| F100288     | 8 CLAY X 8 CI PVC COUP              | 1        | 29.500    | EA | 29.50  |
| F10021010   | 10 CLAY X 10 CI PVC COUP            | 1        | 44.290    | EA | 44.29  |
| F10021212   | 12 CLAY X 12 CI PVC COUP            | 1        | 51.680    | EA | 51.68  |
|             | FORD BRASS CHECK VALVE 2"           |          |           |    |        |
| FHHS11777NL | LF HHS11-777 DU CHK VLV             | 1        | 428.950   | EA | 428.95 |
|             | WATER PLUG                          |          |           |    |        |
| P710150B    | 50# HYDRA CMNT REG SET BLU LID      | 1        | 35.000    | EA | 35.00  |
| NS          | 83083                               | 1        |           |    |        |
|             | OATEY                               |          |           |    |        |
| O30893      | 16 OZ PVC BLUE RAIN R SHINE CMNT    | 1        | 16.330    | EA | 16.33  |
| O30805      | 32 OZ ALL PRPS CLR CLNR             | 1        | 11.450    | EA | 11.45  |
| O30796      | 16 OZ PURP PRMR / CLNR              | 1        | 11.900    | EA | 11.90  |
|             | MILWAUKEE                           |          |           |    |        |
| NS          | 8329372                             | 1        |           |    |        |
| M48220225M  | *NLA 25 FT WIDE BLD MAG TAPE MEASUR | 1        | 29.970    | EA | 29.97  |
| M48005261   | 6 7TPI TORCH F/ CI NITRUS CARB 1PK  | 1        | 16.970    | EA | 16.97  |
| M48005262   | EXTRM TORCH W/ CARB TTH 9 1PK       | 1        | 21.970    | EA | 21.97  |
| M48008788   | 9 18T TORCH BLD 25/PK               | 1        | 84.970    | PK | 84.97  |
| M48005789   | 12 IN 18 TPI SUPER SAWZALL BLD 5PK  | 1        | 23.970    | PK | 23.97  |
|             | PVC SLIP FITTINGS                   |          |           |    |        |
|             | "4 IN SC40                          |          |           |    |        |
| P40SCP      | 4 PVC S40 SXS COUP                  | 1        | 8.260     | EA | 8.26   |
| P40S4P      | 4 PVC S40 SXS 45 ELL                | 1        | 23.330    | EA | 23.33  |
| P40S9P      | 4 PVC S40 SXS 90 ELL                | 1        | 17.910    | EA | 17.91  |
| NS          | 238599                              | 1        |           |    |        |
| P40SYP      | 4 PVC S40 SXSXS WYE                 | 1        | 84.830    | EA | 84.83  |
| P40STP      | 4 PVC S40 SXSXS TEE                 | 1        | 26.590    | EA | 26.59  |
| P40SCAPP    | 4 PVC S40 SOC CAP                   | 1        | 11.180    | EA | 11.18  |
|             | 6" S40                              |          |           |    |        |
| P40S4U      | 6 PVC S40 SXS 45 ELL                | 1        | 69.160    | EA | 69.16  |
| P40S9U      | 6 PVC S40 SXS 90 ELL                | 1        | 68.340    | EA | 68.34  |
| S401060     | 6 PVC S40 SXSXS TEE                 | 1        | 171.350   | EA | 171.35 |
| S475060     | 6 PVC S40 WYE                       | 1        | 329.400   | EA | 329.40 |
| P40SCU      | 6 PVC S40 SXS COUP                  | 1        | 31.180    | EA | 31.18  |
| P40SCAPU    | 6 PVC S40 SOC CAP                   | 1        | 32.190    | EA | 32.19  |
|             | 8" SC40                             |          |           |    |        |
| P40S4X      | 8 PVC S40 SXS 45 ELL                | 1        | 166.320   | EA | 166.32 |
| P40S9X      | 8 PVC S40 SXS 90 ELL                | 1        | 175.940   | EA | 175.94 |
| P40STX      | 8 PVC S40 SXSXS TEE                 | 1        | 248.980   | EA | 248.98 |
| NS          | 7517902                             | 1        |           |    |        |
| P40SCX      | 8 PVC S40 SXS COUP                  | 1        | 58.230    | EA | 58.23  |
| P40SCAPX    | 8 PVC S40 SOC CAP                   | 1        | 80.820    | EA | 80.82  |
|             | 10" S40                             |          |           |    |        |
| NS          | 101570                              | 1        |           |    |        |

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| Item             | Description                         | Quantity | Net Price | UM | Total   |
|------------------|-------------------------------------|----------|-----------|----|---------|
| P40S910          | 10 PVC S40 SXS 90 ELL               | 1        | 1136.740  | EA | 1136.74 |
| NS               | 101572                              | 1        |           |    |         |
| NS               | 7517901                             | 1        |           |    |         |
| NS               | 84347                               | 1        |           |    |         |
| NS               | 7751358                             | 1        |           |    |         |
|                  | 12" S40                             |          |           |    |         |
| NS               | 303066                              | 1        |           |    |         |
| NS               | 453392                              | 1        |           |    |         |
| P40S412          | 12 PVC S40 SXS 45 ELL               | 1        | 1100.480  | EA | 1100.48 |
| NS               | 1810371                             | 1        |           |    |         |
| NS               | 4465899                             | 1        |           |    |         |
| NS               | 92288                               | 1        |           |    |         |
|                  | BLUE ELEC TAPE                      |          |           |    |         |
| 3M7000006095     | 3M 35-BLUE 3/4X66FT ELEC TAPE       | 1        | 17.500    | EA | 17.50   |
|                  | BLUE TRACER WIRE                    |          |           |    |         |
|                  | WIRE NUTS                           |          |           |    |         |
| NS               | 3184281                             | 1        |           |    |         |
|                  | RED SEWER DIE                       |          |           |    |         |
| SP-WLTD16        | 16 OZ FAST-TRAC RED SWR DYE         | 12       | 20.400    | EA | 244.80  |
|                  | TEST BALLS                          |          |           |    |         |
| C270040          | 4 TEST BALL                         | 1        | 43.290    | EA | 43.29   |
| C270067          | 6 TEST BALL                         | 1        | 108.000   | EA | 108.00  |
| C41386           | 8 TEST BALL                         | 1        | 171.030   | EA | 171.03  |
|                  | PIPE SOAP                           |          |           |    |         |
| PSLUBXL1G        | 1 GAL 8 LB PIPE JT LUB NSF NEW FORM | 1        | 21.370    | EA | 21.37   |
|                  | HYDRATED LIME                       |          |           |    |         |
| AHYDRATEDLIME    | 50# HYDRATED LIME                   | 1        | 20.360    | EA | 20.36   |
| NS               | SP255116                            | 1        |           |    |         |
|                  | BLUE TRACER WIRE                    |          |           |    |         |
| TW10SLDTHHNBL500 | 10GA SLD COP THHN WIRE BLUE 500     | 1        | 190.000   | M  | 0.19    |
|                  | AFC HYD                             |          |           |    |         |
| AFCB84BLAOLN     | 5-1/4 VO B84B HYD 3'6 BURY OL L/A   | 1        | 2680.360  | EA | 2680.36 |
| K232             | #2 ECLI HYD 3'0 BURY 2 FIPT OUT     | 1        | 0.000     | EA | 0.00    |
| HHRPI584         | B84/MK73 TRFC REP KIT *X            | 1        | 450.440   | EA | 450.44  |
| HMK7312          | 12 EXT 4-1/2 MK73/5-1/4 B84B *X     | 1        | 583.040   | EA | 583.04  |
| HMK7318          | 18 EXT 4-1/2 MK73/5-1/4 B84B *X     | 1        | 663.750   | EA | 663.75  |
| HMK7324          | 24 EXT 4-1/2 MK73/5-1/4 B84B *X     | 1        | 749.250   | EA | 749.25  |

**Net Total:** \$134900.61  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** \$134900.61



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Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Finance Department

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** No

**Time Required for Request:** 2 Minutes

**Agenda Item Title:**

Set Public Hearing for FY 23-24 Supplemental Budget

**Attachment(s):**

None

**Brief Summary:****Action Requested:**

Set a Public Hearing to adopt a supplemental budget on November 25, 2024 at 5:00 PM or as soon thereafter as possible.

**Issue Overview:****Background Information & Issue Summary:**

Per Florida Statute 166.241(8), within 60 days following the end of the fiscal year a municipality may amend their budget to include unanticipated revenues and actual cash balances forward and to authorize expenditures for those funds.

**Financial Impacts:**

The FY 23-24 Budget will be increased.

**Staff Recommendations/Comments:**



## CITY COUNCIL

### Agenda Item Form

Meeting Date: November 14, 2024

Department: Administration

**Presenter:**

Liberty Partners

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 10 Minutes

**Agenda Item Title:**

Florida Commerce Job Growth Grant Fund Scope of Work

**Attachment(s):**

1. G0136-DeFuniakSprings

**Brief Summary:**

On Monday, July 1, Governor Ron DeSantis announced a FloridaCommerce Job Growth Grant Fund award to the City of DeFuniak Springs in the amount of \$3,051,550 to construct two 6,400-square-foot hangers, one 10,000-square-foot hanger, a taxiway, an access road, and associated utilities. This infrastructure will allow the airport to attract new innovative employers and will create 500 jobs over 10 years with a total estimated fiscal impact of more than \$12.3 million. Following the execution of the introductory award letter at the July 8 Council meeting, Florida Commerce provided a draft Scope of Work (SOW) for the City's consideration. On August 26, Council directed Barge Engineering to provide final comments on the SOW and Liberty Partners provided them to the agency. On October 18, Liberty Partners met with Florida Commerce and they expressed their desire for the commencement and expended date to be sooner and offered the amended draft SOW (attached).

**Action Requested:**

Approve or make proposed edits to the draft Scope of Work.

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:****Staff Recommendations/Comments:**



**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT** (this “Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of DeFuniak Springs, Florida (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, Pursuant to section 288.101, Florida Statutes (“F.S.”) Grantee submitted a proposal for funds.

**WHEREAS**, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Proposal”), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the “Project”) is necessary to facilitate the economic development and growth of the State.

**WHEREAS**, Commerce has determined that Grantee’s commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the “Grant Fund”) pursuant to section 288.101, F.S.

**WHEREAS**, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee’s behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement.

**WHEREAS**, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee’s Resolution**
- **Exhibit E: Notice of Completion and Engineer’s Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies**

**WHEREAS**, this Agreement and its Exhibits are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

**NOW, THEREFORE**, incorporating by reference the foregoing recitals, which are an integral part of this Agreement, and for and in consideration of the agreements, covenants and obligations set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

**AGREEMENT**

**1. TERM.** This Agreement is effective as of the date on which Commerce executes this Agreement (“Effective Date”) and shall continue until the earlier to occur of (a) December 31, 2039, (“Expiration Date”)

**Commerce Agreement No.: G0136**

unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the “Expiration Date” shall be the date of such determination.

**2. PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

**3. TYPE OF AGREEMENT:** This Agreement is a *cost reimbursement* agreement.

**4. RELEASE OF FUNDS:** Commerce shall pay Grantee up to *Three Million, Fifty-One Thousand, Five Hundred Fifty Dollars and Zero Cents (\$3,051,550.00)* in consideration for Grantee’s performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an “exclusive benefit of any single company, corporation, or business entity” under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs that exceed the payment amount provided by Commerce.

**5. PAYMENTS TO GRANTEE:**

**a.** Grantee shall provide Commerce’s Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

**1)** Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

**2)** Invoices must contain Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

**3)** Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

**b.** At Commerce’s or the State’s option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to Commerce’s Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

**c.** Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a

**Commerce Agreement No.: G0136**

Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

**d.** Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

**e.** If authorized and approved, Grantee may be provided an advance as part of this Agreement.

**f. VENDOR OMBUDSMAN:** In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**g.** If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:**

**a.** Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

**b.** Travel expenses are not authorized under this Agreement.

**c.** Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters, or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

**d.** Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

**e.** Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

**f.** Grantee must meet all requirements listed in Exhibit A, SCOPE OF WORK, and complete them by the specified deadline to fulfill the terms of this Agreement.

**g.** This Agreement may not be renewed.

**h.** If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

**i.** Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

**7. REPRESENTATIONS AND WARRANTIES.** Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on

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which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

**a.** Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

**b.** Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

**c.** No event, change, or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials. Grantee must keep Commerce informed continuously throughout the duration of this Agreement. This duty must be performed promptly.

**d.** Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading. If it is later discovered a material misstatement or omission was made, Grantee shall immediately inform Commerce.

## **8. LAWS APPLICABLE TO THIS AGREEMENT:**

**a.** The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any

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defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should a transfer of venue be necessary, Grantee agrees to pay all costs associated with the transfer. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

**b.** If applicable, Grantee is following the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

**c.** Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

**d.** Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

**e. Public Entity Crime:** Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which 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, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

**f. Limitations on Advertising of Agreement:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

**g. Disclosure of Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If

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the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

**h. Mandatory Disclosure Requirements:**

**1) Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

**2) Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

**a)** Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

**b)** If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce may bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

**c)** If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**3) Discriminatory Vendors:** Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

**4) Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at [www.myflfamilies.com/service-programs/abuse-hotline](http://www.myflfamilies.com/service-programs/abuse-hotline), or via fax at 1-800-914-0004.

**5) Information Release:**

**a)** Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

**b)** If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does

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not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

**c)** Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

**d)** If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and specifically identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

**e)** Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

**f)** In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to [PRRequest@Commerce.fl.gov](mailto:PRRequest@Commerce.fl.gov) within one business day from receipt of such request.

**g)** Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@Commerce.fl.gov](mailto:PRRequest@Commerce.fl.gov), or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**6) Funding Requirements of section 215.971(1), F.S.:**

**a)** Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

**b)** Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

**c)** Grantee shall refund to Commerce all funds paid exceeding the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

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**7) Section 288.101, F.S.:** Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

**9. FINAL INVOICE:** Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**10. RECOUPMENT OF FUNDS:**

**a.** Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the highest lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

**b.** Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State under this Agreement.

**11. AUDITS AND RECORDS:**

**a.** Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**b.** Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

**c.** Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

**d.** Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon

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Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

**e.** Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

**f.** Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to [audit@Commerce.fl.gov](mailto:audit@Commerce.fl.gov). Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

**g.** Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

**12. EMPLOYMENT ELIGIBILITY VERIFICATION:**

- a.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- b.** In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
  - i.** Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - ii.** An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- c.** If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

**a.** Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

**b.** This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

**c.** Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

**14. ASSIGNMENTS AND SUBCONTRACTS:**

**a.** Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which

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consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will always be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

**b.** Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If Commerce approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

**c.** Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

**d.** This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of Commerce.

**e.** In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**f.** Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

**g.** This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

**15. NONEXPENDABLE PROPERTY:**

**a.** For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

**b.** All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

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c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall always follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

**16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY:** In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

**17. INFORMATION RESOURCE ACQUISITION:** Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

**18. INSURANCE:** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides insurance for the other. However, the Grantee will require all of its contractors to provide insurance to Commerce as set forth.) During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests regarding additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. The insurance policy must name Commerce as an additional insured and identify Commerce's Agreement Number. Within 30 calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If any applicable coverage is cancelled for any reason, Grantee shall immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

**1) Commercial General Liability Insurance:** Grantee shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of

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Florida. Grantee shall cause Commerce to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to Commerce as an Additional Insured shall be primary and non-contributory as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement and may not be shared with or diminished by claims unrelated to the agreement. The policy/ies and coverage described herein may be subject to a deductible. The Grantee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. Commerce's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses Commerce may have.

**2) Workers' Compensation and Employer's Liability Insurance:** Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subcontracting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

**a)** Grantee shall carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**3) Other Insurance:** During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

## **19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

**a.** Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

**b.** Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

**c.** Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees while performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

**d.** Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with State and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

**e.** When Grantee has access to Commerce's network and/or applications, to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives,

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hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

**f.** Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

**g.** If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**20. WARRANTY OF ABILITY TO PERFORM:** Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

**21. PATENTS, COPYRIGHTS, AND ROYALTIES:**

**a.** All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

**b.** If any discovery or invention arises or is developed in the course or because of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

**c.** Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written

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notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

**d.** Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

**22. INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is always acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

**a.** Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

**b.** Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

**c.** Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment because of performing the duties and obligations of this Agreement.

**d.** Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

**e.** Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

**f.** Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

**g.** At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**23. ELECTRONIC FUNDS TRANSFER:** Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

**24. MODIFICATION:** If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties be enforceable.

**25. TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

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**26. CONSTRUCTION; INTERPRETATION:** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**27. TERMINATION:** Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State’s interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;
- f. Grantee becomes unable to pay its debts as they become due, admits in writing its inability to pay its debts, fails generally to pay its debts as they become due, or if any writ or warrant of attachment or execution or similar process is issued or levied against all of any significant part of Grantee’s property, or Grantee otherwise becomes insolvent; or
- g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee’s written request to terminate this Agreement (a. through g. collectively, the “Termination Events”).
- h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the

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termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**28. DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**29. INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides indemnification or assumes any liability for the other Party for the other Party's negligence. However, the Grantee will require all of its contractors to provide indemnification as set forth.)

**a.** Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages caused exclusively by Commerce of the State's negligent act or omission.

**b.** Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid more than a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

**c.** Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense.

**d.** Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

**e.** Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising

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out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees.”]

**30. LIMITATION OF LIABILITY:** For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee’s liability under this Agreement for direct damages shall be limited to the greater of \$300,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State or Commerce may set off any liability or other obligation of Grantee or its affiliates to the State or Commerce against any payments due Grantee under any Agreement with the State or Commerce.

**31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

**32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate the resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing timely notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance

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from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

**33. ATTORNEYS' FEES; EXPENSES:** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**34. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**35. AUTHORITY OF GRANTEE'S SIGNATORY:** Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**36. COUNTERPARTS:** This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**37. CONTACT INFORMATION AND NOTICES:**

**a.** Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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**b.** If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

| <b>Grantee's Payee:</b>          | <b>Grantee's Agreement Manager:</b> |
|----------------------------------|-------------------------------------|
| City of DeFuniak Springs Council | Jennifer J. Green, CAE, DPL         |
| 1350 Baldwin Avenue              | 113 East College Avenue             |
| DeFuniak Springs, FL. 32435      | Tallahassee, FL. 32302              |
| (850) 892-8500                   | (850) 841-1726                      |
| FEIN:59-6000306                  |                                     |
| citymanager@defuniaksprings.net  | office@libertypartnersfl.com        |

| <b>Commerce's Agreement Manager:</b> |
|--------------------------------------|
| Gary Cooper                          |
| 107 E. Madison St. MSC-80            |
| Tallahassee, FL 32399                |
| 850-717-8970                         |
| Gary.Cooper@commerce.fl.gov          |

*[The remainder of this page has been intentionally left blank.]*

Commerce Agreement No.: G0136

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties’ duly authorized officials sign this Agreement.

DEPARTMENT OF COMMERCE

CITY OF DEFUNIAK SPRINGS,  
FLORIDA

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
J. Alex Kelly  
Title Secretary  
\_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Bob Campbell  
Title Mayor  
\_\_\_\_\_  
Date \_\_\_\_\_

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

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
Approved Date: \_\_\_\_\_

**Commerce Agreement No.: G0136**

**Exhibit A  
SCOPE OF WORK**

**1. PROJECT DESCRIPTION:** Section 288.101, F.S., established the Florida Job Growth Grant Fund (the “Program”) to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded \$3,051,550 to finish the third and final phase for airport expansion. Construction will consist of: 3 hangars (numbers 18,19,20), associated taxiway connector and access road at the DeFuniak Springs Airport. Two hangars will be approximately 6,400 square feet and one hangar will be approximately 10,000 square feet. The taxiway connector will be approximately 800-feet and provide access to the runway 9-27 expansion.

**2. GRANTEE’S RESPONSIBILITIES:**

**a. COMMENCEMENT AND TIMELINE.**

**1)** The Parties’ execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.

Commerce shall not reimburse Grantee for any work performed prior to the Effective Date unless Commerce expressly agrees to do so in a separate writing.

**2)** Prior to commencing the construction work described in this Agreement, Grantee shall:

- Provide to Commerce’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce’s Agreement Manager a Notice to Proceed.

Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

**3)** Work on the Project shall commence on or before March 1, 2025, (the “Commencement Date”) and shall be completed on or before the fifth anniversary of the Effective Date (the “Completion Date”), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Completion Date and, in each case, provide evidence of the same to Commerce upon Commerce’s request to Commerce’s satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, Commerce may immediately terminate this Agreement.

**4)** Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by December 30, 2026, (the “Expend by Date”) shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee’s banking institution.

**b. DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

**1)** Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

**2)** Grantee shall certify to Commerce that Grantee’s design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

**3)** Grantee shall provide to Commerce its written notification of either its intent to:

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- a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable State and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or
  - b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.
- 4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
  - 5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.
  - 6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.
  - 7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.
  - 8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.
  - 9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. Grantee must provide or cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.
  - 10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.
  - 11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.
  - 12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.
  - 13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.
- c. **RETURN ON INVESTMENT.** Grantee's failure to meet the Return-on-Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.
- 1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least \$50,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31<sup>st</sup> of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").

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- 2) Grantee shall certify that at least 500 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31<sup>st</sup> of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the “Job Creation Date”).
- 3) Grantee shall certify that 0 Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

- d. **COMPLETION OF CONSTRUCTION:** Grantee shall
- 1. Submit all design plans and permits as required by the local, county, and federal government.
  - 2. Signage and Marking – complete installation of all signage and marking necessary to the Project.
  - 3. Construct approximately 950-foot taxiway connector.\*
  - 4. Construct approximately 1,950-foot access roads.\*
  - 5. Build 1 hangar that is approximately 10,000 square feet.\*
  - 6. Build 2 hangars that are approximately 6,400 square feet.\*
  - 7. Construct and install lighting for the Project.
  - 8. Complete fencing as required by Federal Aviation Administration (FAA) standards.
- \*Earthwork and drainage to be funded and constructed under a separate funding source in conjunction with the work described herein.

3. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Grantee.

4. **DELIVERABLES:** Grantee shall provide the following services as specified:

| Deliverable No. 1: Design and Permitting                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Tasks                                                                                                                                                                            | Minimum Level of Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Financial Consequences                                                                         |
| Grantee shall provide a copy of the final design plans, specifications, bid documents, and permitting activities as described in accordance with Section 2 of this Scope of Work | Grantee may be allowed reimbursement upon 30%, 60%, and 100% completion of the deliverable as evidenced by submission of the following:<br>*30% - Copy of the 30% design plans<br>* 60% - Copy of the 60% design plans<br>* 100% - Copies of the 100% design plans<br><br>Complete design and engineering plans in accordance with Section 2.b and 2.d.1 of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of copies (in digital or hard copy format) of the final design and engineering plans as well as a copy of the permits. | Failure to meet the minimum level of service by December 30, 2026 shall result in non-payment. |
| DELIVERABLE NOT TO EXCEED: \$1,000,000                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                |
| Deliverable No. 2: Construction                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                |
| Tasks                                                                                                                                                                            | Minimum Level of Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Financial Consequences                                                                         |
| Complete construction of taxiway connector, access roads, hangars,                                                                                                               | Grantee may be allowed reimbursement upon completion of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Failure to meet the minimum level of service by                                                |

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|                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                 |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| fencing, and construction in accordance with Section 2.b and 2.d of this Scope of Work. | construction activities in accordance with sections 2b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%.<br><br>Progress shall be evidenced by submission of the following documentation:<br>1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion;<br>2. Photographs of project in progress; and<br>3. Invoice package in accordance with Section 7 of this Scope of Work. | December 30, 2026, shall result in non-payment. |
| DELIVERABLE NOT TO EXCEED: \$2,051,550                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                 |
| TOTAL AMOUNT NOT TO EXCEED \$3,051,550                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                 |

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. **Financial Consequences:** The following financial consequences apply under the following circumstances:

- a. **RETURN ON INVESTMENT.** If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed

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pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

- b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for \$100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for \$90,000, and the remaining \$10,000 will be withheld.
- c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

**6. REPORTING:**

- a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.
- c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
- d. Follow-up Reports: By no later than January 31<sup>st</sup> of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

**7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State

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## Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- a. Grantee shall provide one (1) invoice per month for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
  - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;
  - 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
  - 4) Photographs of the project in progress and completed work;
  - 5) A copy of all supporting documentation for vendor payments;
  - 6) A copy of the cancelled check(s) specific to the Project; and
  - 7) A copy of the bank statement that includes the cancelled check.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

**8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are a penalty, excessive, or punitive.** The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

**9. NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

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**10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**11. NON-DISCRIMINATION:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**12. DISPOSITION OF PROJECT PROPERTY:**

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide a 90-calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
  - 1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.
  - 2) If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

**13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:**

- a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created because of the Project.

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- 1) New Job – means a full-time salaried employee, or a full-time equivalent (an “FTE”) employee who works at least 35 paid hours per week, created because of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment because of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
  - 2) Retained Jobs – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
  - 3) Leased Employees – Leased employees may be counted toward Grantee’s jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee’s job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with a FEIN) generally do not qualify as New Jobs as they relate to the “fee-for-service” arrangement described below. Employees of a business that has entered a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers’ employees are generally not considered “New Jobs” include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.
- b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
- 1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
  - 2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1,820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 (*35 hours x 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
  - 3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.
- c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called “hard” costs (such as construction and renovations of buildings, and acquisition of equipment) and “soft” costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

**- End of Exhibit A (SCOPE OF WORK) -**

**Commerce Agreement No.: G0136****Exhibit B****AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR 200.90, 200.64, and 200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance

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received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
Audit@Commerce.fl.gov

or

Paper (hard copy):  
Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room

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401 111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
Audit@Commerce.fl.gov

or

Paper (hard copy):  
Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Exhibit B****FUNDING RESOURCES**

**FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

|                                                      |     |
|------------------------------------------------------|-----|
| <b>Federal Awarding Agency</b>                       | N/A |
| <b>Catalog of Federal Domestic Assistance Title</b>  | N/A |
| <b>Catalog of Federal Domestic Assistance Number</b> | N/A |
| <b>Award Amount</b>                                  | N/A |

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project:

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|                                                     |                                                                 |
|-----------------------------------------------------|-----------------------------------------------------------------|
| <b>State Awarding Agency</b>                        | Florida Department of Commerce                                  |
| <b>Catalog of State Financial Assistance Title</b>  | Economic Development Tax Refund, Tax Credit, and Grant Program. |
| <b>Catalog of State Financial Assistance Number</b> | 40.043                                                          |
| <b>Award Amount</b>                                 | <b>\$3,051,550.00</b>                                           |

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NOTE: Title 45 CFR 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_  
FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_  
Contact Person Name and Phone Number: \_\_\_\_\_  
Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

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**EXHIBIT D**

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT  
Between  
THE FLORIDA DEPARTMENT OF COMMERCE  
and \_\_\_\_\_

PROJECT DESCRIPTION:

\_\_\_\_\_

Commerce Agreement  
No.

\_\_\_\_\_

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

ENGINEER’S CERTIFICATION OF COMPLIANCE

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

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit F

**STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES**

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
  - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - b. Universal Identifier and System for Award Management (SAM), 2 CFR 25, pursuant to which the award term set forth in Appendix A to 2 CFR 25 is hereby incorporated by reference.
  - c. Reporting Subaward and Executive Compensation Information, 2 CFR 170, pursuant to which the award term set forth in Appendix A to 2 CFR 170 is hereby incorporated by reference.
  - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR 180, subpart B) that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19.
  - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - f. Requirements for Drug-Free Workplace, 31 CFR 20.
  - g. New Restrictions on Lobbying, 31 CFR 21.
  - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200;
  - c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

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5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
  - a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

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