



CITY of CRESTVIEW

CITY COUNCIL

CITY COUNCIL REGULAR MEETING

December 8, 2025

6:00 PM

COUNCIL CHAMBERS

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
6. **Consent Agenda**
 - 6.1. ITB 26-11-20-PMO- Redstone Improvements Phase 2 Bid Award
 - 6.2. MOA Okaloosa County Overdose Fatality Review
 - 6.3. Axon Contract
 - 6.4. Petfinder Grant Giveaway
 - 6.5. Kimley-Horn & Associates CSC
 - 6.6. Crestview WWTF Rapid Infiltration Basins No 6-9 Award
7. **Public Hearings / Ordinances on Second Reading**
8. **Ordinances on First Reading**
 - 8.1. Ordinance 2009, Electric Bikes on Downtown Sidewalks
 - 8.2. Ordinance 2013 Photography
9. **Resolutions**
10. **Action Items**
 - 10.1. Debt Management Policy

10.2. Fox Valley Phase 3B Plat

10.3. 2024-2025 CDBG CAPER Report

11. City Clerk Report

12. City Manager Report

12.1. Financial Update - Finance Director

12.2. City Manager Updates

13. Comments from the Mayor and Council

13.1. 2026 Mae Reatha Coleman Citizen of the Year Selection

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. 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 needing special accommodations, please contact Maryanne Girard, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jayce Vanderford, Project Manager, Wayne Steele, Director of Operations
DATE: 12/04/2025
SUBJECT: ITB 26-11-20-PMO- Redstone Improvements Phase 2 Bid Award

BACKGROUND:

The City issued ITB #26-11-20-PMO on October 14, 2025 for improvements to East Redstone Avenue, including asphalt resurfacing, base repairs, drainage upgrades, curb and gutter, and sidewalk improvements. A pre-bid meeting was held on October 29, 2025 and bids were received on November 20, 2025. A total of six bids were submitted.

DISCUSSION:

During the bid review process, three bidders—Gulf Coast Utility Contractors (GCUC), H&T Contractors and ECSC, LLC submitted bid forms that did not reflect the revised quantities and removal of the milling line item included in Addendum No. 2. Although all bidders acknowledged the addendum, these three bids were submitted on the outdated bid form. Per the City Attorney, adjusting or recalculating these bids to match the final bid form would require the City to make assumptions about how each contractor would have priced the corrected quantities. As a result, the City Attorney has advised that these bids be considered non-responsive and rejected, while the remaining bidders—who submitted correctly—remain eligible for award.

Alday-Howell Engineering completed the bid evaluation and determined the lowest responsive and responsible bidder to be:

Anderson Columbia Co. Inc. – \$722,602.65

The bid package was complete, met all requirements, and aligned with the engineer's estimate. All required City and Engineers Joint Contract Documents Committee (EJCDC) bidding documents, including the C-410 Bid Form, were properly submitted.

Upon approval, staff will issue the Notice of Award and proceed with contract execution and bonding requirements.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Funding for this project is included in the FY 2025–2026 Budget.

Engineer’s Construction Estimate: \$832,612.55

Low Bid: \$722,602.65

The low bid is within budget; no additional funding is required.

RECOMMENDED ACTION

Staff respectfully requests a motion to Award ITB #26-11-20-PMO to Anderson Columbia Co. Inc. in the amount of \$722,602.65 and authorize the execution of the construction agreement and issue the Notice of Award.

Attachments

1. Bid Tabulation ITB-26-11-20 PMO
2. Unadjusted Bid Comparison
3. Recommendation of Award_Signed
4. C-510 Notice of Award
5. ACCI - East Redstone Ave. Crestview - Final
6. Bullard Excavating - Final
7. C.W. Roberts Contracting, Inc. East Redstone Ave. - Final
8. ECSC East Redstone Avenue Bid - Final
9. GCUC East Redstone - Final
10. H & T Final
11. East Redstone Ave_Bid Documents
12. 22-009_RedstoneAve_EOPCC_Final Plans
13. 22-009_RedstoneAve_Roadway Plans_Final Plans
14. Addendum 1 - Redstone Phase 2 26-11-20-PMO_PreBid Agenda and Sign In sheet
15. Addendum 2

BID DATE: NOVEMBER 20, 2025 10:00 A.M.

**CITY OF CRESTVIEW
198 WILSON ST N
CRESTVIEW, FL 32536**

[illegible]



CIVIL ENGINEERING,
ROADWAY ENGINEERING,
SITE AND SUBDIVISION DESIGN,
ENVIRONMENTAL PERMITTING, LAND USE PLANNING,
4100 S FERDON BLVD • CRESTVIEW • FLORIDA • (850) 634-6084

ENGINEER'S OPINION OF PROBABLE COST E REDSTONE AVE

PAY ITEM NO.	DESCRIPTION	UNIT	ANDERSON COLUMBIA			BILLARD EXCAVATING			C.W. ROBERTS			EESC			GCUC			H&T		
			EST. QTY	UNIT PRICE	PRICE	EST. QTY	UNIT PRICE	PRICE	EST. QTY	UNIT PRICE	PRICE	EST. QTY	UNIT PRICE	PRICE	EST. QTY	UNIT PRICE	PRICE	EST. QTY	UNIT PRICE	PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	\$ 96,000.00	\$ 96,000.00	1	\$ 75,000.00	\$ 75,000.00	1	\$ 81,000.00	\$ 81,000.00	1	\$ 59,834.84	\$ 59,834.84	1	\$ 27,754.00	\$ 27,754.00	1	\$ 80,000.00	\$ 80,000.00
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	\$ 24,000.00	\$ 24,000.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 22,000.00	\$ 22,000.00	1	\$ 21,331.73	\$ 21,331.73	1	\$ 10,200.00	\$ 10,200.00	1	\$ 16,978.00	\$ 16,978.00
0102-2	CONNECTION MATERIAL FOR DRIVEWAY MAINTENANCE	CF	40	\$ 17.00	\$ 680.00	40	\$ 40.00	\$ 1,600.00	40	\$ 2,886.40	\$ 115,456.00	40	\$ 216.00	\$ 8,640.00	40	\$ 11.00	\$ 440.00	40	\$ 85.00	\$ 3,400.00
0104-18	INLET PROTECTION SYSTEM	LF	9	\$ 200.00	\$ 1,800.00	9	\$ 200.00	\$ 1,800.00	9	\$ 800.00	\$ 7,200.00	9	\$ 1,880.00	\$ 16,920.00	9	\$ 430.00	\$ 3,870.00	9	\$ 200.00	\$ 1,800.00
0107-1	LITTER REMOVAL	AC	10.26	\$ 475.00	\$ 4,873.50	10.26	\$ 200.00	\$ 2,052.00	10.26	\$ 2,052.00	\$ 21,020.52	10.26	\$ 487.36	\$ 4,980.31	10.26	\$ 184.00	\$ 1,887.84	10.26	\$ 65.00	\$ 668.90
0107-2	MAINTENANCE OF TRAFFIC	AC	9.24	\$ 475.00	\$ 4,389.00	9.24	\$ 200.00	\$ 1,848.00	9.24	\$ 1,848.00	\$ 19,281.84	9.24	\$ 440.30	\$ 4,083.92	9.24	\$ 164.00	\$ 1,524.96	9.24	\$ 55.00	\$ 508.80
0110-1-1	CLEANING & GRUBBING	LS/AC	0.77	\$ 25,000.00	\$ 19,250.00	0.77	\$ 56,000.00	\$ 43,120.00	0.77	\$ 46,000.00	\$ 35,420.00	0.77	\$ 11,913.50	\$ 9,173.40	0.77	\$ 34,750.00	\$ 26,757.50	0.77	\$ 48,000.00	\$ 36,960.00
0110-1-10	REMOVAL OF EXISTING CONCRETE	CF	80	\$ 180.00	\$ 14,400.00	80	\$ 90.00	\$ 7,200.00	80	\$ 2,400.00	\$ 192,000.00	80	\$ 27.63	\$ 2,210.40	80	\$ 11.00	\$ 880.00	80	\$ 38.00	\$ 3,040.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	\$ 110.00	\$ 990.00	9	\$ 50.00	\$ 450.00	9	\$ 89.00	\$ 801.00	9	\$ 180.45	\$ 1,624.05	9	\$ 25.00	\$ 225.00	9	\$ 150.00	\$ 1,350.00
0120-7-1	REGULAR EXCAVATION	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-2	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-3	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-4	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-5	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-6	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-7	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-8	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-9	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-10	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-11	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-12	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-13	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-14	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-15	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-16	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-17	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-18	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-19	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-20	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-21	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-22	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-23	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-24	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-25	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-26	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-27	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-28	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-29	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-30	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-31	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-32	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-33	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-34	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-35	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-36	EXCAVATION, TRUCK MEASURE	CY	502	\$ 30.00	\$ 15,060.00	502	\$ 40.00	\$ 20,080.00	502	\$ 43.00	\$ 21,586.00	502	\$ 59.07	\$ 29,653.14	502	\$ 4.50	\$ 2,259.00	502	\$ 30.00	\$ 15,060.00
0120-7-37	EXCAVATION, TRUCK MEAS																			

East Redstone Avenue – ITB-26-11-20-PMO

Construction Bid Award Presentation

Bid Process Summary

The project was publicly advertised and competitively bid. We received 6 bids by the deadline.

Bid Results

- Anderson Columbia Co., Inc. – \$722,602.65

Anderson Columbia Co., Inc. submitted the lowest responsive bid.

Evaluation

All bids were reviewed for compliance with the bid documents and technical specifications. Three of the bidders were determined to be non-responsive due to the submission of incorrect bid forms. Therefore, these bids should not be considered for award by the City of Crestview.

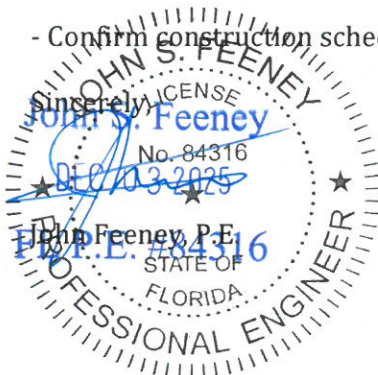
Out of the three responsive bids received, Anderson Columbia Co., Inc. was the lowest bidder. Their bid package met all requirements, and the firm has demonstrated the qualifications and capacity to complete the project successfully.

Recommendation

We recommend awarding the contract to Anderson Columbia Co., Inc. in the total amount of \$722,602.50.

Next Steps

- Execute the contract with Anderson Columbia Co., Inc.
- Schedule a pre-construction meeting
- Issue the Notice to Proceed
- Confirm construction schedule and milestone dates



NOTICE OF AWARD

Date of Issuance: December __, 2025

Owner: City of Crestview

Owner's Contract No.:

26-11-20-PMO

Engineer: Alday-Howell Engineering, Inc.

Engineer's Project No.:

22-009

Project: East Redstone Avenue

Contract Name: East

Redstone Avenue

Improvements

Bidder: Anderson Columbia Co. Inc.

Bidder's Address: 2316 SR-71 Marianna, FL 32448

TO BIDDER:

You are notified that Owner has accepted your Bid dated [November 20, 2025] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

All work included in 26-11-20-PMO.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ 722,602.65 *[not subjected to unit prices, or cost-plus]*

[TBD] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings and Specifications will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [City of Crestview] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Crestview

Authorized Signature

By: JB Whitten

Title: Mayor

Copy: Engineer



CITY OF CRESTVIEW FLORIDA

ITTB #26-11-20-PMO
EAST REDSTONE AVENUE

PREPARED FOR:

Mayor JB Whitten
Councilor Precinct 1 – Dusty Allison
Councilor Precinct 2 – Ryan Bullard
Councilor Precinct 3 – Douglas Capps
Councilor Group 1 - At Large – Shannon Hayes
Councilor Group 2 - At Large – Brandon Frost

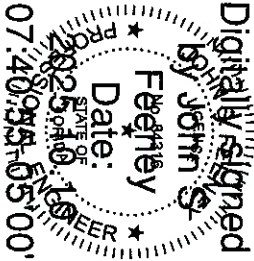
Jessica Leavins, City Manager
Jayce Vanderford, Project Manager

OCTOBER 2025

Prepared By:

A/E ALDAY-HOWELL
ENGINEERING, INC.

4100 S. Ferdon Blvd. Ste B2
Crestview, FL 32536
(850) 634-6084



Bid Set # Original

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SUPPLEMENTAL BIDDER REQUIREMENTS

Exhibit 1 – Statement of No Proposal
Exhibit 2 – References
Exhibit 3 – Proposer Qualification Form
Exhibit 4 – Submission Checklist

Unless otherwise indicated or modified on the plans or specifications all work shall be in accordance with the City of Crestview Engineering Standards Manual and the Florida Department of Transportation FY2025-2026 Standard Specifications for Road and Bridge Construction, supplements, and special provisions thereto.

DRAWINGS

<i>COMPONENTS OF BID PLANS SET</i>
<i>BOUNDARY AND TOPOGRAPHIC SURVEY</i>
<i>BID PLANS (CIVIL)</i>

City of Crestview
ITB #26-11-20-PMO
East Redstone Avenue
October 14, 2025

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of **East Redstone Avenue** will be received by the **Crestview City Council** at city hall located at **198 N. Wilson Street, Crestview, FL**, until **10:00 a.m.** local time on **November 20, 2025**, at which time the Bids received will be “publicly” opened and read. The Project consists of approximately 413 tons of asphalt pavement, 940 square yards of base, 387 LF of pipe (storm), 1,552 LF of curb, and 4 inlets.

A Non-mandatory Pre-Bid Meeting will be held **October 29, 2025** at **10:00 a.m.** local time, Crestview City Hall, Council Chambers, 198 N. Wilson St., Crestview, FL 32536.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis and awarded based on the lump sum of the unit prices.

Direct all questions to:

City of Crestview - City Hall
Attn: Heather Sutton
PO Box 1209
198 N Wilson Street
Crestview, FL 32536
Ph. (850) 682-1560
Fax: (850) 682-8077
Email: suttonh@cityofcrestview.org

The Issuing Office for the Bidding Documents is:

City of Crestview - City Hall
Attn: City Clerk – Maryanne Girard
PO Box 1209
198 N Wilson Street
Crestview, FL 32536
Ph. (850) 682-1560
Fax: (850) 682-8077
Email: cityclerk@cityofcrestview.org

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Thursdays between the hours of **8 a.m. to 5 p.m.** or Fridays between the hours of **8 a.m. to 11 a.m.** and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Official Bid Documents are available online through Central Bidding at www.centralbidding.com. For assistance with the electronic bidding process, please contact Central Bidding at 225-810-4814. Bidding Documents may also be obtained directly from the Engineer of Record's Office during regular business hours. Documents are available in PDF format and may be emailed free of charge upon request. Alternatively, printed copies may be obtained in person or by mail upon receipt of payment. The non-refundable cost for printed Bidding Documents is **\$250 per set**, payable to “**Alday-Howell Engineering, Inc.**”, plus a non-refundable shipping charge. Shipping costs vary based on the delivery method selected by the prospective bidder. The date that the Bidding Documents are transmitted by the Issuing Office

will be considered the date of receipt for the bidder. Partial sets of Bidding Documents will not be provided by the Issuing Office. Neither the Owner nor the Engineer will be held responsible for full or partial sets of documents, including any Addenda, that are obtained from sources other than the Issuing Office.

Copies of the ITB documents, requirements, scope of services, and other pertinent information may be obtained electronically from the City of Crestview website (www.cityofcrestview.org) and Central Bidding (www.centralbidding.com). All questions shall be directed in writing to the Procurement Manager, Heather Sutton, at Suttonh@cityofcrestview.org, referencing "Questions on "ITB bid number and project name" in the subject line. The last day for questions will be **November 14, 2025 at 5:00 p.m.** local time.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: **City of Crestview**

By: **Maryanne Girard Title: City Clerk**

Date: **November 20, 2025**

The City of Crestview reserves the right to accept or reject, in part or in total, any or all proposals and to waive any informalities as deemed in the best interest of the City. All proposals must be marked on the outside of the envelope with the proposer's name, the time and date of the opening. It shall be the bidders' responsibility to ensure that proposals are delivered to the above address at the appointed time.

The City of Crestview, Florida does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

+ + END OF ADVERTISEMENT FOR BIDS + +

SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [5] days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Bidder's underground utility and excavation contractor license number
- E. Other required information regarding qualifications
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself, information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of [5%] percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 8 – CONTRACT TIMES

- 8.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

- 11.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost

occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

- 12.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

- 12.04 A Bid by an individual shall show the Bidder’s name and official address.

- 12.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

- 12.06 All names shall be printed in ink below the signatures.

- 12.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

- 12.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

- 12.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

- 13.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to [Maryanne Girard, City Clerk, PO Box 1209, 198 N. Wilson Street, Crestview, FL 32536].

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

18.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

BID FORM

**City of Crestview
East Redstone Avenue**

Alday-Howell Engineering, Inc. Project #22-009

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	10/29/25
2	11/13/25
3	
4	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents. for the following price(s):

UNIT PRICE WORK - E REDSTONE AVENUE						
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	BID UNIT PRICE	BID PRICE	
0101-1	ROADWAY MOBILIZATION	LS	1	\$96,000.00	\$96,000.00	
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	\$24,000.00	\$24,000.00	
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4	\$17.00	\$822.80	
0104-18	INLET PROTECTION SYSTEM	LF	4	\$220.00	\$880.00	
0107-1	LITTER REMOVAL	AC	10.26	\$475.00	\$4,873.50	
0107-2	MOWING	AC	0.44	\$475.00	\$209.00	
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77	\$25,000.00	\$19,250.00	
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	69	\$130.00	\$8,970.00	
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	\$110.00	\$990.00	
0120-71	REGULAR EXCAVATION	CY	502	\$30.00	\$15,060.00	
0160-4	TYPE B STABILIZATION	SY	940	\$25.00	\$23,500.00	
0285-706	OPTIONAL BASE GROUP 6	SY	940	\$41.00	\$38,540.00	
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436	\$43.00	\$18,748.00	
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	338	\$248.00	\$83,824.00	
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	262	\$238.00	\$62,356.00	
0425-1-311	INLETS, CURB, TYPE 9, <10'	EA	1	\$9,125.00	\$9,125.00	
0425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	2	\$11,100.00	\$22,200.00	
0425-1-910	INLETS, CLOSED FLUME	EA	1	\$5,700.00	\$5,700.00	
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3	\$5,600.00	\$16,800.00	
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	\$140.00	\$6,440.00	
0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341	\$130.00	\$44,330.00	

0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	\$37.00	\$57,424.00
0520-3	VALLEY GUTTER - CONCRETE	LF	437	\$42.00	\$18,354.00
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	\$40.00	\$17,200.00
0522-1	4" CONCRETE SIDEWALK	SY	612	\$86.00	\$52,632.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	\$88.00	\$5,544.00
0527-2	DETECTABLE WARNINGS	SF	140	\$34.00	\$4,760.00
0570-1-3	PERFORMANCE TURF, SOD	SY	925	\$4.25	\$3,931.25
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	\$1,380.00	\$1,380.00
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	\$4,300.00	\$8,600.00
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	\$3,550.00	\$7,100.00
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8	\$700.00	\$5,600.00
0700-1-50	* SINGLE POST SIGN, RELOCATE	AS	1	\$125.00	\$125.00
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6	\$95.00	\$570.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5	\$1,900.00	\$9,500.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118	\$7.60	\$896.80
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09	\$1,900.00	\$171.00
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554	\$0.65	\$360.10
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141	\$2.50	\$352.50
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16	\$25.25	\$404.00
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42	\$2,340.00	\$982.80
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29	\$2.50	\$72.50
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$6,080.00	\$6,080.00
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	554	\$6.50	\$3,601.00
0711-11-	THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	146	\$12.50	\$1,825.00

125	FOR STOP LINE OR CROSSWALK 24"				
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	\$190.00	\$3,040.00
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52	\$7,260.00	\$3,775.20
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42	\$7,260.00	\$3,049.20
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22	\$5,700.00	\$1,254.00
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	\$700.00	\$1,400.00

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum and Unit Price Items = Total Bid Price \$ \$722,602.65

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;

- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: C6C-1520434 [or] Evidence of Bidder's ability to obtain a State Contractor's license and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

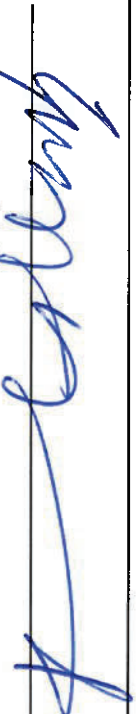
ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Anderson Columbia Co., Inc.

By:

[Signature]



[Printed name]

L. Eugene Strickland

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Brandon Davis

Title:

Estimator/Project Manager

Submittal Date:

11/20/2025

Address for giving notices:

2316 FL - 71

Marianna, FL

32448

Telephone Number:

850-526-4440

Fax Number:

850-526-7106

Contact Name and e-mail address:

L. Eugene Strickland

gene.strickland@andersoncolumbia.com

Bidder's License No.:

CGC - 1520954

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

XVII. ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID 26-11-20-PMO
BID FOR EAST REDSTONE AVENUE
PUBLIC ACCESS FORM**

Anderson Columbia Co. Inc., as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency; and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.
- f. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536.

h. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: Anderson Columbia Co. Inc.

Mailing Address: 2316 FL - 71, Marianna, FL 32448

Telephone Number: 850-526-4440 Fax Number: 850-526-7106

E-mail Address: gene.strickland@andersoncolumbia.com FEIN: 59-2871935

 L. Eugene Strickland

Printed Name/Title

November 19, 2025
Date

Authorized Signature

STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Crestview, Attn: City Clerk - Maryanne Girard
PO Box 1209
198 North Wilson Street
Crestview, FL 32536

Proposal # _____ and Description: _____

We, the undersigned, decline to submit a proposal on the above project for the following reason(s):

We are not able to respond to the Invitation to Bid by the specified deadline.
Our Company does not offer this product or service.
Our current work schedule will not permit us to perform the required services.
Specifications are incomplete or information is unclear (explain below)
Other (Please specify below)

Company Name: _____

Telephone: _____ Email: _____

Name and Title of Individual Completing this Form: _____

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Company Name:	FDOT Prequalified
Address:	
Reference No. 1:	Telephone:
Contact Person:	
Email Address:	

Company Name:	
Address:	
Reference No. 2:	Telephone:
Contact Person:	
Email Address:	

Company Name:	
Address:	
Reference No. 3:	Telephone:
Contact Person:	
Email Address:	

Proposers Name: Anderson Columbia Co. Inc.

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

___ Yes X No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

Dated this 19th day of November, 2025.

IF INDIVIDUAL

WITNESS:




(Signature)

Brandon Purvis

L. Eugene Strickland
(Type or Print Name)

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements		Included
• Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.		✓
• Include any required drawings; descriptive literature; <u>qualifications</u>; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.		✓
• Include any delivery information.		N/A
• Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.		✓
• Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.		✓
Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: • City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536		✓
The mailing envelope should be sealed and marked with: • Bid Number: 26-11-20-PMO Bid Title: East Redstone Avenue Improvements Bid Opening Date: November 20, 2025		✓

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 03, 2024

ANDERSON COLUMBIA CO., INC.
871 NW GUERDON STREET
LAKE CITY, FLORIDA 32055

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

PDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, UTILITY WORK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

Anderson Columbia Co., Inc.

4/3/2024

Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in cursive script that reads "James E. Taylor II".

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



ALDAY-HOWELL ENGINEERING, INC.

Civil Engineering
Site and Subdivision Design
Environmental Permitting

Addendum No. 2

Project Name: East Redstone Avenue

Project Number: ITB 26-11-20-PMO

Date: November 13, 2025

Subject: Questions from Prospective Bidders

This Addendum serves to change the pavement design from 1" milling to a 1" Type SP Leveling Course and to answer any questions from prospective bidders in advance for the bid deadline of Thursday, November 20, at 10:00 AM.

A handwritten signature in blue ink, appearing to be 'GJ' or similar, enclosed in a circular flourish.

1. The pavement design of the project is being amended to not include any milling of the existing surface but to add a 1" Type SP Leveling Course to the existing surface.
2. Question: Will this project have Davis-Bacon requirements?
Answer: No, this project does not have any Davis-Bacon requirements.
3. Question: Will this project be Owner-Paid materials?
Answer: No, this project will not be Owner-Paid materials.

All other terms and conditions of the bid documents remain unchanged.

**CITY OF CRESTVIEW
EAST REDSTONE AVENUE
ITB 26-11-20-PMO**

ADDENDUM NO. 1

This addendum is to advise of the FDOT Contractor Prequalification Requirement.

Pre-bid Agenda and Sign In Sheet is attached.

FDOT Contractor Prequalification Requirement



Due to partial funding through a State of Florida Department of Transportation (FDOT) grant, bidders must be currently FDOT prequalified in the applicable work classes pursuant to Chapter 337.14, Florida Statutes, and Rule 14-22, Florida Administrative Code, prior to bid opening.

***Proof of FDOT qualification shall be submitted with the bid.**

-END OF ADDENDUM-

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Anderson Columbia Co., Inc.,
2316 Highway 71
Marianna, FL 32448

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
and Berkshire Hathaway Specialty Insurance Company
One Tower Square, Hartford CT 06183 and
1314 Douglas St., Suite 1300, Omaha, NE 68102

OWNER (Name and Address):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: November 20, 2025
East Redstone Avenue

BOND

Bond Number: Bid Bond
Date (*Not earlier than Bid due date*): 11/20/2025
Penal sum Five percent of the amount bid

(Words)

\$ 5% of the amount bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Anderson Columbia Co., Inc.

Bidder's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

Surety's Name and Corporate Seal

SURETY Travelers Casualty and Surety Company of America
and Berkshire Hathaway Specialty Insurance Company


Print Name

Kevin R. Wojtowicz
Print Name

Owner
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

Title

Amy Scott, Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

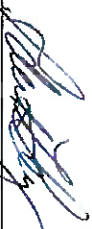
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJCIOWICZ** of **ST PETERSBURG Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

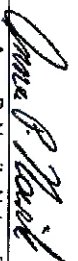
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **November** **2025**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Power Of Attorney

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Kevin R. Wojtowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg, State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures of an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By: 

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: 

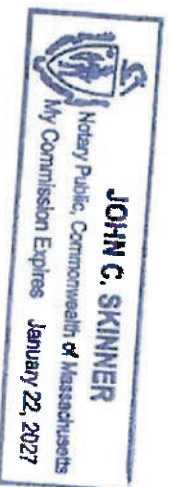
David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. **IN TESTIMONY WHEREOF**, see hereunto affixed the seals of said Companies this November 20, 2023.




Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com **THIS POWER OF ATTORNEY IS VOID IF ALTERED**

To notify us of a claim please contact us on our 24 hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



CITY OF CRESTVIEW FLORIDA

ITB#26-11-20-PMO
EAST REDSTONE AVENUE

PREPARED FOR:

Mayor JB Whitten
Councilor Precinct 1 – Dusty Allison
Councilor Precinct 2 – Ryan Bullard
Councilor Precinct 3 – Douglas Capps
Councilor Group 1 - At Large – Shannon Hayes
Councilor Group 2 - At Large – Brandon Frost

Jessica Leavins, City Manager
Jayce Vanderford, Project Manager

OCTOBER 2025

Prepared By:

AHE ALDAY-HOWELL
ENGINEERING, INC.

4100 S. Ferdon Blvd. Ste B2
Crestview, FL 32536
(850) 634-6084

Digitally signed
by John S Feeney
Date: 2025.11.13
15:10:25 -06'00'

Bid of Bullard Excavating, Inc.
13264 Eva Dr.
Andalusia, AL 36420
(334) 222-4332
AL License 10519
Don A. Bullard, President

Bid Set # _____

BID FORM

City of Crestview
East Redstone Avenue

Alday-Howell Engineering, Inc. Project #22-009

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1 <u>1</u>	<u>10/29/25</u>
2 <u>2</u>	<u>11/13/25</u>
3	
4	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents. for the following price(s):

UNIT PRICE WORK - E REDSTONE AVENUE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	75,000.00	75,000.00
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	60,000.00	60,000.00
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4	40.00	1,936.00
0104-18	INLET PROTECTION SYSTEM	LF	4	200.00	800.00
0107-1	LITTER REMOVAL	AC	10.26	200.00	2,052.00
0107-2	MOWING	AC	0.44	500.00	220.00
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77	56,000.00	43,120.00
0110-4- 10	REMOVAL OF EXISTING CONCRETE	SY	69	50.00	3,450.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	50.00	450.00
0120-71	REGULAR EXCAVATION	CY	502	40.00	20,080.00
0160-4	TYPE B STABILIZATION	SY	940	30.00	28,200.00
0285-706	OPTIONAL BASE GROUP 6	SY	940	40.00	37,600.00
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436	40.00	17,440.00
0334-1- 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	338	170.00	57,460.00
0337-7- 80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	262	170.00	44,540.00
0425-1- 311	INLETS, CURB, TYPE 9, <10'	EA	1	11,305.00	11,305.00
0425-1- 331	INLETS, CURB, TYPE P-3, <10'	EA	2	14,630.00	29,260.00
0425-1- 910	INLETS, CLOSED FLUME	EA	1	11,970.00	11,970.00
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3	1,500.00	4,500.00
0430- 174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	450.00	20,700.00
0430- 175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341	200.00	68,200.00

0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	40.00	62,080.00
0520-3	VALLEY GUTTER - CONCRETE	LF	437	66.50	29,060.50
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	100.00	43,000.00
0522-1	4" CONCRETE SIDEWALK	SY	612	85.00	52,020.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	152.95	9,635.85
0527-2	DETECTABLE WARNINGS	SF	140	35.00	4,900.00
0570-1-3	PERFORMANCE TURF, SOD	SY	925	7.00	6,475.00
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	1,463.00	1,463.00
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	4,522.00	9,044.00
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	3,724.00	7,448.00
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8	665.00	5,320.00
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	133.00	133.00
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6	99.75	598.50
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5	1,995.00	9,975.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118	10.64	1,255.52
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09	3,325.00	299.25
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554	5.32	2,947.28
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141	7.98	1,125.18
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16	73.15	1,170.40
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42	3,325.00	1,396.50
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29	10.64	308.56
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	9,139.76	9,139.76
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	554	7.98	4,420.92
0711-11-	THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	146	15.96	2,330.16

125	FOR STOP LINE OR CROSSWALK 24"				
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	113.05	1,808.80
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52	7980.00	4,149.60
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42	7980.00	3,351.60
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22	7980.00	1,755.60
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	1500.00	3,000.00

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum and Unit Price Items = Total Bid Price \$ 817,894.98

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;

- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: 10519 ☒ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Bullard Excavating, Inc.

By:
[Signature]

Don A. Bullard

[Printed name]

Don A. Bullard, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest
[Signature]

Karen Dubose

[Printed name]

Karen Dubose

Title:

V.P./Secretary/Treasurer

Submittal Date:

11/20/2025

Address for giving notices:

13264 Eva Drive

Andalusia, AL 36420

Telephone Number:

(334) 222-4332

Fax Number:

(334) 222-8256

Contact Name and e-mail address:

Karen Dubose

Kdubose@bullardexcavating, Inc.

Bidder's License No.:

10519 (Alabama)

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Bullard Excavating, Inc.
13264 Eva Drive
Andalusia, AL 36420

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: November 20, 2025
East Redstone Avenue

BOND

Bond Number: N/A

Date (Not earlier than Bid due date):

Penal sum Five percent of the total amount bid

(Words)

\$ 5% of total amount bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER Bullard Excavating, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Don A. Bullard
Print Name

President
Title

Attest:

Signature

V. P./Sec./Treas

Title

SURETY Travelers Casualty and Surety Company of America

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Lane Milam

Print Name

Power of Attorney

Title

Attest:

Signature

Francis Ware, Account Manager

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lane Milam** of **MONTGOMERY**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

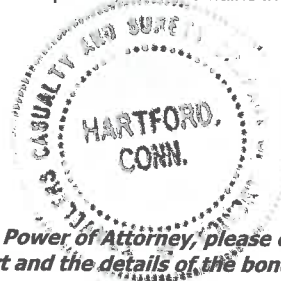
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

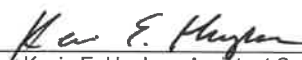
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **November**, **2025**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**CITY OF CRESTVIEW
EAST REDSTONE AVENUE
ITB 26-11-20-PMO**

ADDENDUM NO. 1



This addendum is to advise of the FDOT Contractor Prequalification Requirement.

Pre-bid Agenda and Sign In Sheet is attached.

FDOT Contractor Prequalification Requirement

Due to partial funding through a State of Florida Department of Transportation (FDOT) grant, bidders must be currently FDOT prequalified in the applicable work classes pursuant to Chapter 337.14, Florida Statutes, and Rule 14-22, Florida Administrative Code, prior to bid opening.

***Proof of FDOT qualification shall be submitted with the bid.**

-END OF ADDENDUM-

Pre-Bid Meeting Agenda

Project: Redstone Avenue Widening and Resurfacing

Location: From SR 85 to West of Brookmeade Drive

FPID:

Date: October 29, 2025

Time: 10:00 AM

Location: 198 N. Wilson Street, Crestview, FL 32536

Conducted by: City of Crestview and Alday-Howell Engineering

1. Welcome and Introductions

- City of Crestview
- Design Engineer: John Feeney, PE – Alday-Howell Engineering
- CEI Consultant: _____
- Attendees:

2. Project Overview

- Description:
- - Widening and resurfacing of Redstone Avenue with sidewalk improvements
- - Approx. 1230 linear feet
- - 387 LF of drainage pipe
- - 2 Drainage Structures

3. Bid Information

- Bid Submission: Sealed or electronic bids
- Bid Due Date & Time: November 20, 2025, at 10:00 AM (local time)
- Submission Location: Online or City Hall
- Bid Forms & Documents: Available from John Feeney via email: john@aldayhowell.com
OR on the City's Bid website
- Addenda: Will be issued via email to all plan holders that have requested documents and posted on the City's webpage with the bid documents

4. Construction Timeline

- Anticipated Start Date: January 2026
- Substantial Completion: 180 calendar days
- Final Completion: 210 calendar days

5. Permits and Coordination

- _____ will serve as CEI and be the point of contact during construction
- FDOT and Okaloosa County Traffic Services will need to be notified prior to work at the SR 85 Connection.

6. Plans, Specifications, and Communication

- Plans and specifications available through: Alday-Howell Engineering, Inc.
- All project-related questions must be submitted in writing
- Contact: John Feeney, PE – Alday-Howell Engineering; john@aldayhowell.com
- Deadline for Questions: 5 business days before bid opening, 11/15/2025
- Responses will be issued via addendum if necessary

7. Site Access

- Site is open for observation by bidders
- No formal site visit is required, but bidders are responsible for understanding site conditions
- Safety precautions must be observed during any self-guided visits

8. Contract Requirements

- Performance and Payment Bonds will be required
- Insurance requirements per the bid documents

9. Questions & Clarifications

- Open floor for questions
- Reminder that only written responses via addendum are binding

10. Closing Remarks

- Final reminder of bid date: November 20, 2025, at 10:00 AM
- Review all bid documents and submit complete bid packages

Pre-Bid Meeting Sign-In Sheet

Project: East Redstone Avenue – ITB #26-11-20-PMO

Meeting Type: Pre-Bid Conference

Date: October 29, 2025

Time: 10:00 A.M. CST

Location: 198 N Wilson St, Crestview, FL, 32536



Company Name	Representative Name	Title	Phone Number	Email Address
City of Crestview	Jayce Vanderford, CAPM	Project Manager	850-797-8707	jaycevanderford@cityofcrestview.org
Alday-Howell Engineering, Inc.	John Feeney, PE	Project Manager	850-634-6084	john@aldayhowell.com
C.W. Roberts Contracting	Ed Miller	Estimator	(850) 549-1122	emiller@cwrccontracting.com
Anderson Columbia	Jeremy Corbin	Super	(950) 554-5336	Brandon.Pearce@AndersonColumbia.com
ECSC, LLC	Frank Smith	Estimator	(850) 481-6966	fsmith@ecscfla.com
Insite Cont.	Pierre Audenbert	Est.	850 826-0954	Perre.Insite@gmail.com

City of Crestview

Addendum No. 2

Project Name: East Redstone Avenue
Project Number: ITB 26-11-20-PMO
Date: November 13, 2025

Subject: Questions from Prospective Bidders

This Addendum serves to change the pavement design from 1" milling to a 1" Type SP Leveling Course and to answer any questions from prospective bidders in advance for the bid deadline of Thursday, November 20, at 10:00 AM.

1. The pavement design of the project is being amended to not include any milling of the existing surface but to add a 1" Type SP Leveling Course to the existing surface.

2. Question: Will this project have Davis-Bacon requirements?

Answer: No, this project does not have any Davis-Bacon requirements.

3. Question: Will this project be Owner-Paid materials?

Answer: No, this project will not be Owner-Paid materials.

All other terms and conditions of the bid documents remain unchanged.

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements	Included
Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.	 
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.	 
Include any delivery information.	
Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.	 
Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.	 
Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536	 
The mailing envelope should be sealed and marked with: Bid Number: 26-11-20-PMO Bid Title: East Redstone Avenue Improvements Bid Opening Date: November 20, 2025	 

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.

XVII. ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID 26-11-20-PMO
BID FOR EAST REDSTONE AVENUE
PUBLIC ACCESS FORM**

Bullard Excavating, Inc.

as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency; and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.
- f. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536.
- h. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: Bullard Excavating, Inc.
Mailing Address: 13264 Eva Dr., Andalusia, AL 36420
Telephone Number: (334) 222-4332 Fax Number: (334) 222-8256
E-mail Address: kdubose@bullardexcavating.com FEIN: 63-0735783


Authorized Signature

Don A. Bullard, President
Printed Name/Title

11/20/2025
Date

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Reference No. 1:	Company Name:	<u>Southern Engineering Solutions</u>
	Address:	<u>201 East Troy St., Andalusia, AL 36420</u>
	Telephone:	<u>(334) 222-1849</u>
	Contact Person:	<u>Troy Hudson</u>
	Email Address:	<u>troy@southernengineeringsolutions.com</u>

Reference No. 2:	Company Name:	<u>Benchmark Construction</u>
	Address:	<u>4053 Maple Rd, Amherst, NY 14226</u>
	Telephone:	<u>(716) 868-9860</u>
	Contact Person:	<u>Mark DelleBovi</u>
	Email Address:	<u>mtdellebovi@benchmarkgrp.com</u>

Reference No. 3:	Company Name:	<u>Powersouth</u>
	Address:	<u>P.O. Box 550, Andalusia, AL 36420</u>
	Telephone:	<u>(334) 488-5250</u>
	Contact Person:	<u>Joe Armstrong</u>
	Email Address:	<u>joe.armstrong@powersouth.com</u>

Proposers Name: Bellard Excavating, Inc.

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

_____ Yes ✓ No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

None

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

Dated this 20th day of November, 2025.

~~IF INDIVIDUAL~~

WITNESS:

Raven Delore
Will Bullard

Don A. Bullard
(Signature)

Don A. Bullard, President
(Type or Print Name) Bullard Excavating, Inc.

State of Florida

Department of State

I certify from the records of this office that BULLARD EXCAVATING, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on May 29, 1986.

The document number of this corporation is P10251.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 13, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2025*




Secretary of State

Tracking Number: 8058408936CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 31, 2025

BULLARD EXCAVATING, INC.
13264 EVA DRIVE
ANDALUSIA, ALABAMA 36420

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, Curb & Gutter, Driveways, Milling.

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

STATE OF ALABAMA

LICENSE NO. 10519
TYPE: RENEWAL



BID LIMIT: U
AMOUNT: UNLIMITED

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BULLARD EXCAVATING INC

ANDALUSIA, AL 36420

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until November 30, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

31st day of January, 2025

SECRETARY-TREASURER

CHAIRMAN

214567

Michael B. Tew

Charles A. Carter

SECRETARY-TREASURER

CHAIRMAN



BEN ANDERSON TAX COLLECTOR

OKALOOSA COUNTY, FLORIDA

2025 / 2026 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

The issuance of this receipt does not ensure competency.

BUSINESS NAME: BULLARD EXCAVATING

ACCOUNT NUMBER: 8414
EXPIRES: SEPTEMBER 30, 2026

RECEIPT NUMBER: 110790717537
TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 13264 EVA DRIVE
ANDALUSIA, AL 36420

Paid
07/23/2025

TRANSFER:	0.00
ORIGINAL TAX:	35.00
EXEMPTION TYPE:	
EXEMPTION AMOUNT:	0.00
PENALTY:	0.00
COLLECTION COST:	0.00
TOTAL Paid	35.00

RENEW ANNUALLY AT
OkaloosaTax.com

E-check is **FREE**

BULLARD EXCAVATING
13264 EVA DRIVE
ANDALUSIA, AL 36420

**SCAN WITH
PHONE
TO RENEW**



THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 314-25000428 35.00 07/23/2025

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to \$250.

ANNUAL RENEWAL OPTIONS

ONLINE

OkaloosaTax.com

Echeck is **FREE!**

MAIL

P.O. Box 1390
Niceville, FL 32588

DROP BOX

Located at each
office location

PHONE

850.651.7300 or
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to **Ben Anderson Tax Collector**

When providing a check as payment, you authorize us to either use information from your check to make a one time electronic fund transfer from your account or process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED



Echeck
it's **FREE!**



Check



Cash



Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at okaloosa.county-taxes.com/public and then select the Request a change to your Business Tax Account link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at Okaloosatax.com/CloseBusinessTaxAccount/ to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

Visit **OkaloosaTax.com**
Call **#TAX** (#829) from your mobile device.

ITB #26-11-20-PMO
East Redstone Ave. Roadway Project

Proposed Sub-Contractors:

- P.N.J. Concrete Inc.
- Ingram Signalization
- ACME Barricades
- MH Creech Construction, LLC

Proposed Suppliers

- Rinker Material
- Consolidated Pipe
- Mohawk Valley
- BRM Concrete
- C.W. Roberts Asphalt

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

C.W. Roberts Contracting, Inc.
3660 Hartsfield Road
Tallahassee, FL 32303

SURETY (Name and Address of Principal Place of Business):

Western Surety Company and Liberty Mutual Insurance Company
151 N. Franklin St. 175 Berkeley Street
Chicago, IL 60606 Boston, MA 02116

OWNER (Name and Address):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: November 20, 2025
East Redstone Avenue

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): November 20, 2025

Penal sum Five Percent of the Bidder's Maximum Bid Price \$ 5% BMBP
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Bidder's Name and Corporate Seal
C.W. Roberts Contracting, Inc.

By: 

Signature

Timothy Kruger
Print Name

Area Manager
Owner
Title

Attest: 

Signature

Sheila Hawley - /witness
Title

SURETY

(Seal)

(Seal)

Surety's Name and Corporate Seal
Western Surety Company and Liberty Mutual Insurance Company

By: 

Signature (Attach Power of Attorney)

Michael Garcia
Print Name

Attorney-in-Fact
Title

Attest: 

Signature

Vickie Lacy, Attorney-in-Fact
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of November, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214058-022004**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	1 Addendum 1 was not dated.
2	2. Nov. 13 th 2025
3	
4	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

C.W. Roberts Contracting, Inc.

By:

[Signature]

[Printed name] Timothy Kruger - Area Manager

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name] Ed Miller

Title: Estimator - Witness

Submittal Date: November 20, 2025

Address for giving notices:

160 Industrial Park Road

Freeport, FL 32439

Telephone Number: 850-835-3500 x 222

Fax Number: 850-835-3519

Contact Name and e-mail address: Timothy Kruger

tkruger@cwrcontracting.com

Bidder's License No.: CGC1505785; CUC1225175

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

UNIT PRICE WORK - E REDSTONE AVENUE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST.QTY	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	\$81,000.00	\$81,000.00
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	\$62,000.00	\$62,000.00
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4	\$72.00	\$3,484.80
0104-18	INLET PROTECTION SYSTEM	LF	4	\$420.00	\$1,680.00
0107-1	LITTER REMOVAL	AC	10.26	\$200.00	\$2,052.00
0107-2	MOWING	AC	0.44	\$6,300.00	\$2,772.00
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77	\$46,000.00	\$35,420.00
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	69	\$110.00	\$7,590.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	\$89.00	\$801.00
0120-71	REGULAR EXCAVATION	CY	502	\$43.00	\$21,586.00
0160-4	TYPE B STABILIZATION	SY	940	\$25.00	\$23,500.00
0285-706	OPTIONAL BASE GROUP 6	SY	940	\$45.00	\$42,300.00
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436	\$56.00	\$24,416.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	338	\$190.00	\$64,220.00
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	262	\$190.00	\$49,780.00
0425-1-311	INLETS, CURB, TYPE 9, <10'	EA	1	\$10,000.00	\$10,000.00
0425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	2	\$9,900.00	\$19,800.00
0425-1-910	INLETS, CLOSED FLUME	EA	1	\$16,000.00	\$16,000.00
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3	\$3,300.00	\$9,900.00
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	\$240.00	\$11,040.00
0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341	\$130.00	\$44,330.00

0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	\$33.00	\$51,216.00
0520-3	VALLEY GUTTER - CONCRETE	LF	437	\$43.00	\$18,791.00
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	\$81.00	\$34,830.00
0522-1	4" CONCRETE SIDEWALK	SY	612	\$100.00	\$61,200.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	\$150.00	\$9,450.00
0527-2	DETECTABLE WARNINGS	SF	140	\$30.00	\$4,200.00
0570-1-3	PERFORMANCE TURF, SOD	SY	925	\$3.90	\$3,607.50
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	\$6,000.00	\$6,000.00
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	\$2,600.00	\$5,200.00
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	\$2,300.00	\$4,600.00
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8	\$580.00	\$4,640.00
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	\$120.00	\$120.00
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6	\$87.00	\$522.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5	\$1,700.00	\$8,500.0
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118	\$8.95	\$1,056.10
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09	\$2,800.00	\$252.00
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554	\$4.45	\$2,465.30
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141	\$6.70	\$944.70
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16	\$61.00	\$976.00
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42	\$2,800.00	\$1,176.00
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29	\$8.95	\$259.55
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$7,700.00	\$7,700.00
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	554	\$6.70	\$3,711.80
0711-11-	THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	146	\$13.00	\$1,898.00

125	FOR STOP LINE OR CROSSWALK 24"				
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	\$95.00	\$1,520.00
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52	\$6,700.00	\$3,484.00
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42	\$6,700.00	\$2,814.00
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22	\$6,700.00	\$1,474.00
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	\$750.00	\$1,500.00

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum and Unit Price Items = Total Bid Price \$ 777,779.75

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;

- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

XVII. ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID 26-11-20-PMO
BID FOR EAST REDSTONE AVENUE
PUBLIC ACCESS FORM**

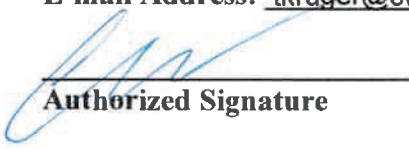
C.W. Roberts Contracting, Inc.

_____, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.
- f. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536.
- h. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: C.W. Roberts Contracting, Inc.
Mailing Address: 3660 Hartsfield Road, Tallahassee, FL 32303
Telephone Number: 850-835-3500 x 222 Fax Number: 850-835-3519
E-mail Address: tkruger@cwrcontracting.com FEIN: 59-1683951


Authorized Signature

Timothy Kruger - Area Manager
Printed Name/Title

November 20, 2025
Date

ITB# 26-11-20-PMO

List of Proposed Subcontractors and Suppliers

Subcontractors:

- Acme Barricades – Advanced Warning Signs, Permanent Signs, Pavement Markings
- JRM Concrete – Concrete Flatwork
- Stuckey Construction – Concrete Curb
- Porter Construction – Grassing
- Griffin Signalization – Traffic Loops

Suppliers:

- Empire Pipe – Storm Drain Structures and Pipe

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Reference No. 1:	Company Name:	<u>Florida Department of Transportation</u>
	Address:	<u>1074 Hwy 90, Chipley, FL 32428</u>
	Telephone:	<u>850-703-3123</u>
	Contact Person:	<u>Ben Bell</u>
	Email Address:	<u>benbell@dot.state.fl.us</u>

Reference No. 2:	Company Name:	<u>Walton County, Florida</u>
	Address:	<u>76 North Sixth Street, DeFuniak Springs, FL 32433</u>
	Telephone:	<u>850-832-8108</u>
	Contact Person:	<u>Charlie Cotton</u>
	Email Address:	<u>cotcharles@walton.fl.us</u>

Reference No. 3:	Company Name:	<u>Okaloosa County, Florida</u>
	Address:	<u>5479A Old Bethel Road, Crestview, FL 32536</u>
	Telephone:	<u>850-423-4854</u>
	Contact Person:	<u>Roy Petrey</u>
	Email Address:	<u>rpetrey@myokaloosa.com</u>

Proposers Name: C.W. Roberts Contracting, Inc.

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

 Yes ✓ No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

Dated this 20th day of November, 2025.

IF INDIVIDUAL

WITNESS:

Sheila Hawley

Sheila Hawley - Witness

(Signature)

Timothy Kruger - Area Manager
(Type or Print Name)

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements		Included
•	Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.	✓
•	Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.	✓
•	Include any delivery information.	
•	Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.	✓
•	Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.	✓
•	Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536	✓
•	The mailing envelope should be sealed and marked with: Bid Number: 26-11-20-PMO Bid Title: East Redstone Avenue Improvements Bid Opening Date: November 20, 2025	✓

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 03, 2025

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD ROAD
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification>

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

State of Florida

Department of State

I certify from the records of this office that C. W. ROBERTS CONTRACTING, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 19, 1976.

The document number of this corporation is 493846.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 10, 2025, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2025*




Secretary of State

Tracking Number: 6250799653CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SAVOY, STUART THOMAS

C W ROBERTS CONTRACTING INCORPORATED

1740 E. SILVER SPRINGS BLVD.

Ocala

FL 34470

LICENSE NUMBER: CGC1508536

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 11/12/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

POWELL, JEREMY SCOTT

C. W. ROBERTS CONTRACTING, INCORPORATED

3372 CAPITAL CIRCLE NE

TALLAHASSEE FL 32308

LICENSE NUMBER: CUC1225175

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 01/02/2025

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**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
C.W. ROBERTS CONTRACTING, INCORPORATED**

October 20, 2025

The undersigned, being all of the members of the Board of Directors (the "Board") of C.W. Roberts Contracting, Incorporated, a Florida corporation (the "Company"), as permitted by the laws of the State of Florida, hereby waive notice and call for a meeting of the Board and consent in writing to the following resolutions in lieu of a meeting of the Board. The following resolutions are approved of and adopted to the same extent, and have the same force and effect, as if adopted at a special meeting of the Board duly called and held for the purpose of acting upon and adopting such resolutions.

RESOLVED, that the following officers are elected and qualified to serve in the capacities set forth below, to serve in such respective capacities until their successors are duly elected and qualified, effective for all purposes as of the date first above written:

<i>Name</i>	<i>Office</i>
Ned N. Fleming, III	Chairman of the Board
Fred J. Smith, III	Chief Executive Officer
Christopher M. Riley	President
Matthew J. Steele	Chief Financial Officer / Secretary / Treasurer
Mark R. Matteson	Vice President
Gregory A. Hoffinan	Vice President
Curtis Long	Vice President
Stuart Savoy	Vice President
James A. Strain	Vice President
M. Brett Armstrong	Vice President
James W. Moretz	Vice President
Matthew Carden	Vice President
Morgan Quirk	Controller / Assistant Secretary
J. Ryan Brooks	Assistant Secretary

RESOLVED FURTHER, that the following officers are authorized to execute contracts, purchase orders, payment applications, bids, bid bonds, lien waivers, bond waivers and similar documents on behalf of the Company, pursuant to which the commitment or liability of the Company does not exceed \$5,000,000 as to any contract, purchase order, payment application, bid, bid bond, lien waiver, bond waiver or similar document:

Richard Straily	Area Manager
Timothy Kruger	Area Manager
Kyle Pilgrim	Area Manager
Evan Dicenso	Area Manager
Jeremy Powell	Area Manager
Peter Scholer	Area Manager
Robert P. Flowers	Authorized Representative
Dan Hoyt	Authorized Representative
David Vaught	Authorized Representative
Brent E. Wood	Authorized Representative

RESOLVED FURTHER, that the officers of the Company are authorized, empowered and directed to execute and deliver all other instruments, documents and certificates and to do all other things and acts as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions; and that all of the acts and deeds of the officers of the Company that are consistent with the intent of such resolutions are hereby approved, ratified, confirmed and adopted in all respects as the acts and deeds of the Company;

RESOLVED FURTHER, that this consent may be executed in multiple counterparts, all of which shall be considered one and the same consent; and

RESOLVED FURTHER, that this consent may be executed by facsimile, telecopy or other reproduction, or any other manner permitted under Florida law, and such execution shall be considered valid, binding and effective for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, have hereunto set their respective hands as of the date set forth above.

Ned N. Fleming, III

Ned N. Fleming, III (Oct 17, 2025 16:54:57 CDT)

Ned N. Fleming, III

Mark Matteson

Mark Matteson (Oct 20, 2025 07:05:54 PDT)

Mark R. Matteson

Charles E. Owens

Charles E. Owens

Fred J Smith III

Fred J Smith III (Oct 17, 2025 10:03:59 EDT)

Fred J. Smith, III

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements		Included
•	Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.	✓
•	Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.	✓
•	Include any delivery information.	✓
•	Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.	✓
•	Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.	✓
•	Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536	✓
•	The mailing envelope should be sealed and marked with: Bid Number: 26-11-20-PMO Bid Title: East Redstone Avenue Improvements Bid Opening Date: November 20, 2025	✓

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.

BID FORM

City of Crestview
East Redstone Avenue

Alday-Howell Engineering, Inc. Project #22-009

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	November 14, 2025
2	November 18, 2025
3	
4	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents. for the following price(s):

UNIT PRICE WORK - E REDSTONE AVENUE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST.QTY	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	\$59,834.84	\$59,834.84
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	\$31,531.73	\$31,531.73
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4	\$118.90	\$5,754.76
0104-18	INLET PROTECTION SYSTEM	LF	4	\$440.30	\$1,761.20
0107-1	LITTER REMOVAL	AC	10.26	\$487.36	\$5,000.31
0107-2	MOWING	AC	0.44	\$6,811.20	\$2,996.93
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77	\$11,913.50	\$9,173.40
0110-4- 10	REMOVAL OF EXISTING CONCRETE	SY	69	\$27.63	\$1,906.47
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	\$190.45	\$1,714.05
0120-71	REGULAR EXCAVATION	CY	502	\$59.07	\$29,653.14
0160-4	TYPE B STABILIZATION	SY	940	\$26.68	\$25,079.20
0285-706	OPTIONAL BASE GROUP 6	SY	940	\$32.12	\$30,192.80
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436	\$45.96	\$20,038.56
0327-70- 11	MILLING EXIST. ASPH. PAVT., 1" AVG DEPTH (VARIABLE MILLING)	SY	3392	\$4.19	\$14,212.48
0334-1- 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	262	\$262.44	\$68,759.28
0337-7- 80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	151	\$243.00	\$36,693.00
0425-1- 311	INLETS, CURB, TYPE 9, <10'	EA	1	\$10,312.88	\$10,312.88
0425-1- 331	INLETS, CURB, TYPE P-3, <10'	EA	2	\$10,312.88	\$20,625.76
0425-1- 910	INLETS, CLOSED FLUME	EA	1	\$4,056.62	\$4,056.62
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3	\$1,947.89	\$5,843.67
0430- 174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	\$166.44	\$7,656.24

0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341	\$147.39	\$50,259.99
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	\$33.33	\$51,728.16
0520-3	VALLEY GUTTER - CONCRETE	LF	437	\$38.89	\$16,994.93
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	\$63.13	\$27,145.90
0522-1	4" CONCRETE SIDEWALK	SY	612	\$86.91	\$53,188.92
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	\$165.01	\$10,395.63
0527-2	DETECTABLE WARNINGS	SF	140	\$66.62	\$9,326.80
0570-1-3	PERFORMANCE TURF, SOD	SY	925	\$3.89	\$3,598.25
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	\$3,605.49	\$3,605.49
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	\$1,222.30	\$2,444.60
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	\$1,000.06	\$2,000.12
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8	\$500.03	\$4,000.24
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	\$166.68	\$166.68
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6	\$111.12	\$666.72
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5	\$1,666.77	\$8,333.85
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118	\$5.56	\$656.08
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09	\$1,666.78	\$150.01
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554	\$2.22	\$1,229.88
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141	\$4.44	\$626.04
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16	\$61.11	\$977.76
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42	\$1,666.77	\$700.04
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29	\$3.33	\$96.57
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$5,000.31	\$5,000.31
0711-11-	THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	554	\$4.44	\$2,459.76

EJCDC® C-410, Bid Form for Construction Contracts.

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123	12" FOR CROSSWALK AND ROUNDABOUT				
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	146	\$6.67	\$973.82
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	\$61.11	\$977.76
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52	\$4,444.71	\$2,311.25
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42	\$4,444.74	\$1,866.79
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22	\$4,444.74	\$977.84
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	\$1,749.55	\$3,499.10

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Six hundred fifty nine thousand one hundred fifty six dollars and sixty one cents

Total of Lump Sum and Unit Price Items = Total Bid Price \$ 659,156.61

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;

- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: ^{CGC1532799} [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

ECSC, LLC

By:

[Signature]

[Printed name]

Jason Bense

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Zack Marshall

Title:

Vice President of Operations

Submittal Date:

November 20, 2025

Address for giving notices:

ECSC, LLC

P.O. Box 35157

Panama City, FL 32412

Telephone Number:

(850) 215-4822

Fax Number:

N/A

Contact Name and e-mail address:

Frank Smith

fsmith@ecscfla.com

Bidder's License No.:

CGC1532799

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): ECSC, LLC
1900 E. 15th Street
Panama City, FL 32405

SURETY (Name and Address of Principal Place of Business): Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

OWNER (Name and Address):
City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: November 20, 2025
East Redstone Avenue

BOND

Bond Number: TBA
Date (Not earlier than Bid due date): November 20, 2025
Penal sum FIVE PERCENT of Total Amount Bid

(Words)

\$ 5%
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER ECSC, LLC

SURETY Great Midwest Insurance Company
(Seal) (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Print Name Jason Bense

Print Name Rachel Fell

Owner Managing Member
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Senior Project Manager
Title

Kaylan Fila, Account Executive
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Chancey J. Shepherd, Rachel Fell, Kaylan Fila, Hayley Rutherford

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

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX

Day of

20th November, 2025



BY Patricia Ryan
Patricia Ryan
Secretary

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



November 20, 2025

RE: ITB #26-11-20-PMO East Redstone Avenue

ECSC, LLC proposes to use the following subcontractors/suppliers in reference to the above-mentioned project.

Stuckey Construction, Inc.
3298 Old 179 South
Whigham, GA 39897

Emerald Coast Striping, LLC
1901 N East Avenue
Panama City, FL 32405

ECSC, LLC
P.O. Box 35157 | Panama City, FL 32412 | 850.215.4822

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Reference No. 1:	Company Name:	Bay District Schools
	Address:	1311 Balboa Ave, Panama City, FL 32401
	Telephone:	(850) 814-9786
	Contact Person:	Lee Walters
	Email Address:	waltell@bay.k12.fl.us

Reference No. 2:	Company Name:	McNeil Carroll Engineering, Inc.
	Address:	475 Harrison Ave, Panama City, FL 32401
	Telephone:	(850) 234-1730
	Contact Person:	Robert Carroll
	Email Address:	rcarroll@mcneilcarroll.com

Reference No. 3:	Company Name:	Panhandle Engineering
	Address:	600 Ohio Ave, Lynn Haven, FL 32444
	Telephone:	(850) 763-5200
	Contact Person:	Chris Forehand
	Email Address:	cbf@panhandleengineering.com

Proposers Name: ECSC, LLC



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ECSC LLC

Filing Information

Document Number L13000042101
FEI/EIN Number 46-2341867
Date Filed 03/20/2013
State FL
Status ACTIVE
Last Event LC STMNT OF RA/RO CHG
Event Date Filed 09/03/2024
Event Effective Date NONE

Principal Address

1900 E 15th Street
PANAMA CITY, FL 32401

Changed: 04/02/2025

Mailing Address

PO Box 35157
PANAMA CITY, FL 32412

Changed: 04/02/2025

Registered Agent Name & Address

BENSE, JASON
1900 E 15th Street
PANAMA CITY, FL 32401

Name Changed: 09/03/2024

Address Changed: 04/02/2025

Authorized Person(s) Detail

Name & Address

Title MANAGING MEMBER

BENSE, JASON A
1900 E 15th Street
Panama City, FL 32405

Title VP

Marshall, Zack H
1900 E 15th Street
PANAMA CITY, FL 32405

Annual Reports

Report Year	Filed Date
2025	04/02/2025
2025	09/02/2025
2025	10/01/2025

Document Images

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03/20/2013 -- Florida Limited Liability	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOLDEN, RONALD GAGE

ECSC LLC
1901 N. EAST AVE
PANAMA CITY FL 32405

LICENSE NUMBER: CGC1532799

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 30, 2025

ECSC LLC
PO BOX 35157
PANAMA CITY, FLORIDA 32412

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

☒ Yes ☐ No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

Please see attached

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

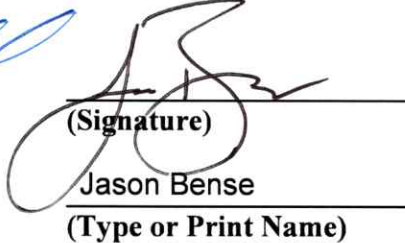
Dated this 20th day of November, 2025.

IF INDIVIDUAL

WITNESS:



Zack Marshall


(Signature)
Jason Bense
(Type or Print Name)



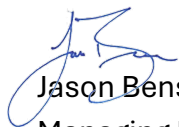
11/20/2025

To Whom it May Concern:

ECSC, LLC has had several EEO complaints from past employees which all have resulted in being dismissed in ECSC's favor. Several of those employees have filed minor lawsuits with their complaints.

Browne, Martinez, VS. GCUC, Gortemoller, ECSC – ECSC named in lawsuit for a project that we were not a part of. Waiting for case management date.

Kist VS ECSC – ECSC was sued after a wreck between an employee and a civilian. Case is pending settlement.



Jason Bense
Managing Member

ECSC, LLC
P.O. Box 35157 | Panama City, FL 32412 | 850.215.4822

XVII. ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID 26-11-20-PMO BID FOR EAST REDSTONE AVENUE PUBLIC ACCESS FORM

ECSC, LLC, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.
- f. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536.
- h. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: ECSC, LLC

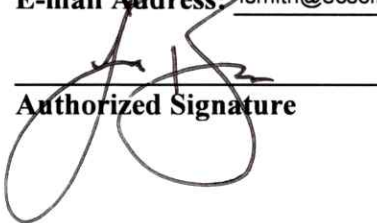
Mailing Address: P.O. Box 35157, Panama City, FL 32412

Telephone Number: (850) 215-4822

Fax Number: N/A

E-mail Address: jsmith@ecscfla.com

FEIN: 46-2341867


Authorized Signature

Jason Bense, Managing Member
Printed Name/Title

November 20, 2025
Date

**CITY OF CRESTVIEW
EAST REDSTONE AVENUE
ITB 26-11-20-PMO**

ADDENDUM NO. 1

This addendum is to advise of the FDOT Contractor Prequalification Requirement.

Pre-bid Agenda and Sign In Sheet is attached.

FDOT Contractor Prequalification Requirement

Due to partial funding through a State of Florida Department of Transportation (FDOT) grant, bidders must be currently FDOT prequalified in the applicable work classes pursuant to Chapter 337.14, Florida Statutes, and Rule 14-22, Florida Administrative Code, prior to bid opening.

***Proof of FDOT qualification shall be submitted with the bid.**

-END OF ADDENDUM-

City of Crestview

Addendum No. 2

Project Name: East Redstone Avenue

Project Number: ITB 26-11-20-PMO

Date: November 13, 2025

Subject: Questions from Prospective Bidders

This Addendum serves to change the pavement design from 1" milling to a 1" Type SP Leveling Course and to answer any questions from prospective bidders in advance for the bid deadline of Thursday, November 20, at 10:00 AM.

1. The pavement design of the project is being amended to not include any milling of the existing surface but to add a 1" Type SP Leveling Course to the existing surface.

2. Question: Will this project have Davis-Bacon requirements?

Answer: No, this project does not have any Davis-Bacon requirements.

3. Question: Will this project be Owner-Paid materials?

Answer: No, this project will not be Owner-Paid materials.

All other terms and conditions of the bid documents remain unchanged.

Instructions for Execution of Electronic Original Bonds

To provide faster turnaround times for our clients, allow for easier tracking of bond delivery, and to streamline the overall bond issuance process, we will be issuing all bonds electronically.

Attached is an electronic bond complete with authorized signatures and digital corporate seals, which replaces the raised corporate seal.

It is considered a *genuine original bond and executed on behalf of Surety.*

To execute these electronic bonds, on your side, please follow the instructions below:

1. This electronic bond should be printed in color, wet-signed and sealed by the Principal (your company.)
 - ❖ It must be executed by a company officer eligible to sign on behalf of your company before submitting to the Obligee (the Owner/Party you are contracting with).
2. Once the bonds are signed and sealed by your company it can be submitted to the Obligee (the Owner/Party you are contracting with).
3. This bond will now be considered an original, executed bond by both parties. At this point, the hard copy or an executed electronic copy may be sent to the Obligee.

Please feel free to contact us if you have questions. We are always available to help.

Sincerely,



L. Dale Waldorff

Partner

Waldorff Insurance & Bonding

M.E. Wilson Company, LLC

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Gulf Coast Utility Contractors, LLC
13938 Highway 77
Panama City, FL 32409

SURETY (Name and Address of Principal Place of Business):

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

OWNER (Name and Address):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: November 20, 2025
East Redstone Avenue

BOND

Bond Number: TBD

Date (Not earlier than Bid due date): TBD

Penal sum FIVE percent of the amount bid
(Words)

\$ 5%
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Gulf Coast Utility Contractors, LLC
Bidder's Name and Corporate Seal

By: _____

Signature

Mike Swearington
Print Name

Owner Managing Member
Title

Attest: _____

Signature

Corporate Secretary
Title

SURETY

(Seal)

Philadelphia Indemnity Insurance Company
Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Attorney)

L. Dale Waldorff

Print Name

Attorney-in-Fact & FL Licensed Agent

Title

Attest: _____

Signature

J.E.S. Webb, Account Executive

Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **L. Dale Waldorff, Benjamin H. French, Paul A. Locascio, Rebekah F. Sharp, K. Wayne Walker, Trava Ridlon, Heather Hudgins, JES Webb of M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$100,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

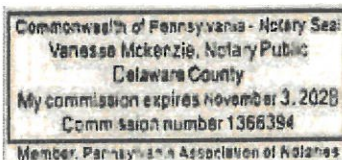


John Glomb
John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20 day of November, 2025.



Edward Sayago
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>Nov 12, 2025</u>
<u>2</u>	<u>Nov 13, 2025</u>
<u>3</u>	<u>NA</u>
<u>4</u>	<u>NA</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents. for the following price(s):

UNIT PRICE WORK - E REDSTONE AVENUE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST.QTY	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	\$27,754.00	\$27,754.00
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	\$50,200.00	\$50,200.00
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4	\$50.78	\$2,457.75
0104-18	INLET PROTECTION SYSTEM	LF	4	\$430.00	\$1,720.00
0107-1	LITTER REMOVAL	AC	10.26	\$164.00	\$1,682.64
0107-2	MOWING	AC	0.44	\$165.00	\$72.60
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77	\$34,750.00	\$26,757.50
0110-4- 10	REMOVAL OF EXISTING CONCRETE	SY	69	\$11.00	\$759.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	\$25.00	\$225.00
0120-71	REGULAR EXCAVATION	CY	502	\$4.50	\$2,259.00
0160-4	TYPE B STABILIZATION	SY	940	\$9.00	\$8,460.00
0285-706	OPTIONAL BASE GROUP 6	SY	940	\$24.60	\$23,124.00
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436	\$45.50	\$19,838.00
0327-70- 11	MILLING EXIST. ASPH. PAVT., 1" AVG DEPTH (VARIABLE MILLING)	SY	3392	\$13.90	\$47,148.80
0334-1- 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	262	\$190.00	\$49,780.00
0337-7- 80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	151	\$204.00	\$30,804.00
0425-1- 311	INLETS, CURB, TYPE 9, <10'	EA	1	\$6,985.00	\$6,985.00
0425-1- 331	INLETS, CURB, TYPE P-3, <10'	EA	2	\$8,225.00	\$16,450.00
0425-1- 910	INLETS, CLOSED FLUME	EA	1	\$4,435.00	\$4,435.00
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3	\$1,945.00	\$5,835.00
0430- 174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	\$135.00	\$6,210.00

0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341	\$142.50	\$48,592.50
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	\$27.50	\$42,680.00
0520-3	VALLEY GUTTER - CONCRETE	LF	437	\$32.75	\$14,311.75
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	\$82.00	\$35,260.00
0522-1	4" CONCRETE SIDEWALK	SY	612	\$125.00	\$76,500.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	\$145.00	\$9,135.00
0527-2	DETECTABLE WARNINGS	SF	140	\$30.00	\$4,200.00
0570-1-3	PERFORMANCE TURF, SOD	SY	925	\$8.00	\$7,400.00
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	\$4,365.00	\$4,365.00
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	\$4,035.00	\$8,070.00
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	\$3,710.00	\$7,420.00
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8	\$546.00	\$4,368.00
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	\$110.00	\$110.00
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6	\$82.00	\$492.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5	\$1,636.00	\$8,180.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118	\$8.75	\$1,032.50
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09	\$2,730.00	\$245.70
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554	\$20.75	\$11,495.50
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141	\$6.55	\$923.55
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16	\$60.00	\$960.00
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42	\$2,730.00	\$1,146.60
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29	\$8.75	\$253.75
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$7,495.00	\$7,495.00
0711-11-	THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	554	\$6.55	\$3,628.70

123	12" FOR CROSSWALK AND ROUNDABOUT				
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	146	\$13.10	\$1,912.60
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	\$93.00	\$1,488.00
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52	\$6,550.00	\$3,406.00
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42	\$6,545.00	\$2,748.90
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22	\$6,545.00	\$1,439.90
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	\$1,700.88	\$3,401.76

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum and Unit Price Items = Total Bid Price \$ \$645,620.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;

- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: **CU-C057185** [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Gulf Coast Utility Contractors, LLC

By:

[Signature]

[Printed name]

Mike Swearington, President MGRM

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Susan Southerland

Title:

Corporate Secretary

Submittal Date:

11.20.2025

Address for giving notices:

13938 Hwy 77, Panama City FL 32409

Telephone Number:

850-265-9166

Fax Number:

850-265-9949

Contact Name and e-mail address:

Chris Corbin

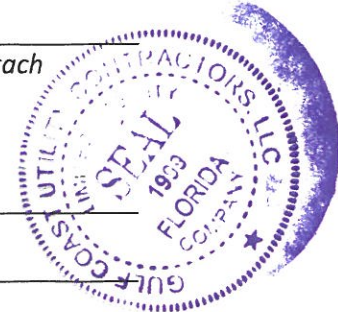
Chris.Corbin@GCUC.net

Bidder's License No.:

CU-C057185

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*



XVII. ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID 26-11-20-PMO BID FOR EAST REDSTONE AVENUE PUBLIC ACCESS FORM

Gulf Coast Utility Contractors, LLC

_____, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.
- f. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536.

h. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: Gulf Coast Utility Contractors, LLC

Mailing Address: 13938 Hwy 77, Panama City FL 32409

Telephone Number: 850-265-9166

Fax Number: 850-265-9949

E-mail Address: Chris.Corbin@GCUC.net

FEIN: 52-2182511


Authorized Signature

Mike Swearington, President MGRM

Printed Name/Title

11.20.25

Date

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Reference No. 1:	Company Name:	Cardella Construction
	Address:	101 Amar Place Panama City Beach, FL 32414
	Telephone:	954.271.3307
	Contact Person:	Trip Vaughan
	Email Address:	tvaughan@cardellaco.com

Reference No. 2:	Company Name:	Robins & Morton
	Address:	400 Shades Creek Parkway Birmingham, AL 35209
	Telephone:	770.539.1819
	Contact Person:	Thomas Albert
	Email Address:	Thomas.albert@robinsmorton.com

Reference No. 3:	Company Name:	Romair
	Address:	24 Catnap Valley Inlet Beach, FL 32461
	Telephone:	+1.850.254.3023
	Contact Person:	Alexander Alford
	Email Address:	alexander@romair.com

Proposers Name: Mike Swearington, President MGRM

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

_____ Yes ✓ No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

NA

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

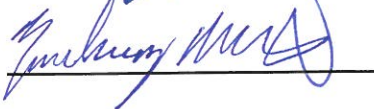
The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

Dated this 20 day of November, 2025.

IF INDIVIDUAL

WITNESS:


(Signature)

Mike Swearington, President MGRM
(Type or Print Name)

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements		Included
•	Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.	✓
•	Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.	✓
•	Include any delivery information.	✓
•	Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.	✓
•	Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.	✓
•	Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536	✓
•	The mailing envelope should be sealed and marked with: Bid Number: 26-11-20-PMO Bid Title: East Redstone Avenue Improvements Bid Opening Date: November 20, 2025	✓

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SWEARINGTON, MICHAEL WILLIAM

GULF COAST UTILITY CONTRACTORS LLC

13938 HWY 77

SOUTHPORT FL 32409

LICENSE NUMBER: CUC057185

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/25/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 28, 2025

GULF COAST UTILITY CONTRACTORS, LLC
13938 HWY 77
PANAMA CITY, FLORIDA 32409

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
GULF COAST UTILITY CONTRACTORS, L.L.C.

Filing Information

Document Number L99000004446
FEI/EIN Number 52-2182511
Date Filed 07/20/1999
State FL
Status ACTIVE

Principal Address

13938 HIGHWAY 77
PANAMA CITY, FL 32409

Changed: 08/14/2009

Mailing Address

13938 Hwy 77
SOUTHPORT, FL 32409

Changed: 01/26/2016

Registered Agent Name & Address

Barron & Redding
220 McKenzie Ave
PANAMA CITY, FL 32401

Name Changed: 02/03/2021

Address Changed: 02/03/2021

Authorized Person(s) Detail

Name & Address

Title MGRM

SWEARINGTON, MICHAEL W
13938 HWY 77
PANAMA CITY, FL 32409

Title MGRM

SWEARINGTON, TAMMI K
13938 HWY 77
PANAMA CITY, FL 32409

Title VP

CORBIN, CHRISTOPHER W
13938 HWY 77
PANAMA CITY, FL 32409

Title S

SOUTHERLAND, SUSAN
13938 HWY 77
PANAMA CITY, FL 32409

Title VP of Field Operations

Hobbs, Thomas Alex
13938 HIGHWAY 77
PANAMA CITY, FL 32409

Annual Reports

Report Year	Filed Date
2023	02/27/2023
2024	03/19/2024
2025	03/26/2025

Document Images

03/26/2025 -- ANNUAL REPORT	View image in PDF format
03/19/2024 -- ANNUAL REPORT	View image in PDF format
02/27/2023 -- ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
05/20/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/11/2020 -- ANNUAL REPORT	View image in PDF format
03/04/2019 -- ANNUAL REPORT	View image in PDF format
02/19/2018 -- ANNUAL REPORT	View image in PDF format
07/13/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
12/04/2012 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
02/09/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format

01/05/2010 -- ANNUAL REPORT	View image in PDF format
08/14/2009 -- ADDRESS CHANGE	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
05/05/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
07/02/2001 -- ANNUAL REPORT	View image in PDF format
07/10/2000 -- ANNUAL REPORT	View image in PDF format
07/20/1999 -- Florida Limited Liabilities	View image in PDF format

**CITY OF CRESTVIEW
EAST REDSTONE AVENUE
ITB 26-11-20-PMO**

ADDENDUM NO. 1

This addendum is to advise of the FDOT Contractor Prequalification Requirement.

Pre-bid Agenda and Sign In Sheet is attached.

FDOT Contractor Prequalification Requirement

Due to partial funding through a State of Florida Department of Transportation (FDOT) grant, bidders must be currently FDOT prequalified in the applicable work classes pursuant to Chapter 337.14, Florida Statutes, and Rule 14-22, Florida Administrative Code, prior to bid opening.

***Proof of FDOT qualification shall be submitted with the bid.**

-END OF ADDENDUM-

Gulf coast utility contractors LLC

M. Tye

11/17/2025

City of Crestview

Addendum No. 2

Project Name: East Redstone Avenue

Project Number: ITB 26-11-20-PMO

Date: November 13, 2025

Subject: Questions from Prospective Bidders

This Addendum serves to change the pavement design from 1" milling to a 1" Type SP Leveling Course and to answer any questions from prospective bidders in advance for the bid deadline of Thursday, November 20, at 10:00 AM.

1. The pavement design of the project is being amended to not include any milling of the existing surface but to add a 1" Type SP Leveling Course to the existing surface.

2. Question: Will this project have Davis-Bacon requirements?

Answer: No, this project does not have any Davis-Bacon requirements.

3. Question: Will this project be Owner-Paid materials?

Answer: No, this project will not be Owner-Paid materials.

All other terms and conditions of the bid documents remain unchanged.

Gulf coast utility contractors LLC

G. Ryzal

11/17/2025



Gulf Coast Utility Contractors, LLC Subcontractors and suppliers list for East Redstone Avenue

Subcontractors List

- Acme - mot, striping
- Stuckeys - curb
- Griffin traffic co - Loop Assembly

Suppliers List

- Empire pipe supply - Pipe
- CWR - Asphalt
- Rinker - Structures, RCP
- McCall's - sod

13938 Hwy 77 • Southport, FL 32409
Ph: (850) 265-9166 • Fax: (850) 265-9949

- Arcosa - Rock



CITY OF CRESTVIEW FLORIDA

ITB #26-11-20-PMO
EAST REDSTONE AVENUE

PREPARED FOR:

Mayor JB Whitten
Councilor Precinct 1 – Dusty Allison
Councilor Precinct 2 – Ryan Bullard
Councilor Precinct 3 – Douglas Capps
Councilor Group 1 - At Large – Shannon Hayes
Councilor Group 2 - At Large – Brandon Frost

Jessica Leavins, City Manager
Jayce Vanderford, Project Manager

OCTOBER 2025

Prepared By:

AHE **ALDAY-HOWELL**
ENGINEERING, INC.

4100 S. Ferdon Blvd. Ste B2
Crestview, FL 32536
(850) 634-6084

Digitally signed
by John S. Feeney
No. 84316
Date:
2025.10.16
07:40:55-0500'
PROFESSIONAL ENGINEER
STATE OF FLORIDA

Bid Set # _____

BID FORM

City of Crestview
East Redstone Avenue

Alday-Howell Engineering, Inc. Project #22-009

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>		<u>Addendum, Date</u>
1	#1	11/04/2024
2	#2	11/13/2025
3		
4		

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents. for the following price(s):

UNIT PRICE WORK - E REDSTONE AVENUE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST.QTY	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	80,000.00	80,000.00
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	66,978.00	66,978.00
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4	85.00	4,114.00
0104-18	INLET PROTECTION SYSTEM	LF	4	200.00	800.00
0107-1	LITTER REMOVAL	AC	10.26	65.00	666.90
0107-2	MOWING	AC	0.44	100.00	44.00
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77	48,000.00	36,960.00
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	69	38.00	2,622.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	150.00	1,350.00
0120-71	REGULAR EXCAVATION	CY	502	50.00	25,100.00
0160-4	TYPE B STABILIZATION	SY	940	12.00	11,280.00
0285-706	OPTIONAL BASE GROUP 6	SY	940	31.00	29,140.00
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436	60.00	26,160.00
0327-70-11	MILLING EXIST. ASPH. PAVT., 1" AVG DEPTH (VARIABLE MILLING)	SY	3392	9.50	32,224.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	262	170.00	44,540.00
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	151	200.00	30,200.00
0425-1-311	INLETS, CURB, TYPE 9, <10'	EA	1	9,000.00	9,000.00
0425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	2	13,000.00	26,000.00
0425-1-910	INLETS, CLOSED FLUME	EA	1	9,500.00	9,500.00
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3	1,500.00	4,500.00
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	200.00	9,200.00

0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341	135.00	46,035.00
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	45.00	69,840.00
0520-3	VALLEY GUTTER - CONCRETE	LF	437	60.00	26,220.00
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	110.00	47,300.00
0522-1	4" CONCRETE SIDEWALK	SY	612	81.00	49,572.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	100.00	6,300.00
0527-2	DETECTABLE WARNINGS	SF	140	45.00	6,300.00
0570-1-3	PERFORMANCE TURF, SOD	SY	925	9.00	8,325.00
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	1,000.00	1,000.00
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	1,300.00	2,600.00
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	1,500.00	3,000.00
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8	500.00	4,000.00
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	300.00	300.00
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6	100.00	600.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5	600.00	3,000.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118	6.00	708.00
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09	1,500.00	135.00
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554	2.50	1,385.00
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141	4.50	634.50
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16	60.00	960.00
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42	4,000.00	1,680.00
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29	3.50	101.50
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	25,352.00	25,352.00
0711-11-	THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	554	4.50	2,493.00

123	12" FOR CROSSWALK AND ROUNDABOUT				
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	146	7.00	1,022.00
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	90.00	1,440.00
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52	5,000.00	2,600.00
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42	5,000.00	2,100.00
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22	4,500.00	990.00
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	1,200.00	2,400.00

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum and Unit Price Items = Total Bid Price \$ **768,771.40**

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;

- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; FL: CGC1517436 & CUC1224504
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

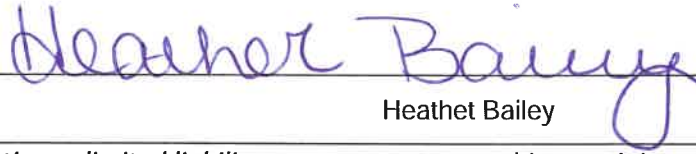
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]



Heathet Bailey

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

John B. Irvin, IV

Title:

CFO

Submittal Date:

12/20/2025

Address for giving notices:

H&T Contractors, LLC

P.O. Box 9

Freeport, FL 32439

Telephone Number:

850-835-0231

Fax Number:

850-835-5123

Contact Name and e-mail address:

Tim Tindle

timtindle@yahoo.com

Bidder's License No.:

CGC1517436 & CUC1224504

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

H&T Contractors, L.L.C.
376 Ben King Road
Freeport, FL 32439

SURETY (Name and Address of Principal Place of Business):

Merchants National Bonding, Inc.
P.O. BOX 14498
DES MOINES, IA 50306 - 3498

OWNER (Name and Address):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: November 20, 2025
East Redstone Avenue

BOND

Bond Number: 1113202500

Date (Not earlier than Bid due date): November 20, 2025

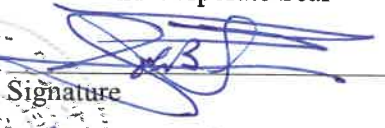
Penal sum Five Percent of Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

H&T Contractors, L.L.C.

Bidder's Name and Corporate Seal

By: 

Signature

JOHN B. IRVIN, IV
Print Name

CFO
Title

Attest: 

Signature

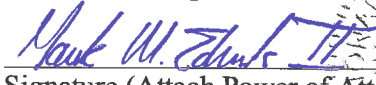
Secretary
Title

(Seal)

SURETY

Merchants National Bonding, Inc. (Seal)

Surety's Name and Corporate Seal

By: 

Signature (Attach Power of Attorney)

Mark W. Edwards, II
Print Name

Attorney-in-Fact
Title

Attest: 

Signature

Alisa B. Ferris, Senior Vice President - Surety
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freely; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

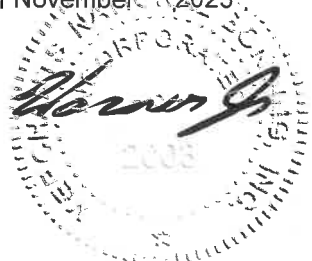
[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of November, 2025.



William Warner Jr.
Secretary



POA 0018 (1/24)

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID 26-11-20-PMO
BID FOR EAST REDSTONE AVENUE
PUBLIC ACCESS FORM**

_____, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- 122

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536.

h. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: H&T Contractors, LLC
Mailing Address: P.O. Box 9, Freeport, FL 32439
Telephone Number: 850-835-0231 Fax Number: 850-835-5123
E-mail Address: timtindle@yahoo.com FEIN: 26-2414585



Authorized Signature

John B. Irvin, IV - CFO
Printed Name/Title

12/20/2025
Date

STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

**City of Crestview, Attn: City Clerk - Maryanne Girard
PO Box 1209
198 North Wilson Street
Crestview, FL 32536**

Proposal # ITB*26-11-20-PMO and Description: East Redstone Avenue

We, the undersigned, decline to submit a proposal on the above project for the following reason(s):

Not Applicable

☐	We are not able to respond to the Invitation to Bid by the specified deadline.
☐	Our Company does not offer this product or service.
☐	Our current work schedule will not permit us to perform the required services.
☐	Specifications are incomplete or information is unclear (explain below)
☐	
☐	
☐	Other (Please specify below)
☐	
☐	
☐	

Company Name: H&T Contractors, LLC
Telephone: 850-835-0231 Email: johnbirvin@hotmail.com

Name and Title of Individual Completing this Form: John B. Irvin, IV - CFO

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Reference No. 1:	Company Name:	Jenkins Engineering
	Address:	Fort Walton Beach, FL 32548
	Telephone:	850-837-2448
	Contact Person:	Scott Jenkins
	Email Address:	scott@jeicivil.com

Reference No. 2:	Company Name:	Civil Engineering, Inc.
	Address:	Panama City Beach, FL 32408
	Telephone:	850-685-3603
	Contact Person:	David Campbell
	Email Address:	dcampbell214@comcast.net

Reference No. 3:	Company Name:	Core Engineering
	Address:	Destin, FL 32541
	Telephone:	407-650-2646
	Contact Person:	Various
	Email Address:	info@core-encon.com

Proposers Name: H&T Contractors, LLC - John B. Irvin, IV

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

_____ Yes ☒ No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

NONE

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

Dated this 20th day of November, 2025.

IF INDIVIDUAL

WITNESS:

D. Forehand

D. Forehand



(Signature)

John B. Irvin, IV

(Type or Print Name)

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements		Included
•	Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.	☒
•	Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.	☒
•	Include any delivery information.	☒
•	Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.	☒
•	Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.	☒
•	Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536	☒
•	The mailing envelope should be sealed and marked with: Bid Number: 26-11-20-PMO Bid Title: East Redstone Avenue Improvements Bid Opening Date: November 20, 2025	☒

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.

**CITY OF CRESTVIEW
EAST REDSTONE AVENUE
ITB 26-11-20-PMO**

ADDENDUM NO. 1

This addendum is to advise of the FDOT Contractor Prequalification Requirement.

Pre-bid Agenda and Sign In Sheet is attached.

FDOT Contractor Prequalification Requirement

Due to partial funding through a State of Florida Department of Transportation (FDOT) grant, bidders must be currently FDOT prequalified in the applicable work classes pursuant to Chapter 337.14, Florida Statutes, and Rule 14-22, Florida Administrative Code, prior to bid opening.

***Proof of FDOT qualification shall be submitted with the bid.**

-END OF ADDENDUM-

City of Crestview

Addendum No. 2

Project Name: East Redstone Avenue

Project Number: ITB 26-11-20-PMO

Date: November 13, 2025

Subject: Questions from Prospective Bidders

This Addendum serves to change the pavement design from 1" milling to a 1" Type SP Leveling Course and to answer any questions from prospective bidders in advance for the bid deadline of Thursday, November 20, at 10:00 AM.

1. The pavement design of the project is being amended to not include any milling of the existing surface but to add a 1" Type SP Leveling Course to the existing surface.

2. Question: Will this project have Davis-Bacon requirements?

Answer: No, this project does not have any Davis-Bacon requirements.

3. Question: Will this project be Owner-Paid materials?

Answer: No, this project will not be Owner-Paid materials.

All other terms and conditions of the bid documents remain unchanged.

Pre-Bid Meeting Agenda

Project: Redstone Avenue Widening and Resurfacing

Location: From SR 85 to West of Brookmeade Drive

FPID:

Date: October 29, 2025

Time: 10:00 AM

Location: 198 N. Wilson Street, Crestview, FL 32536

Conducted by: City of Crestview and Alday-Howell Engineering

1. Welcome and Introductions

- City of Crestview
- Design Engineer: John Feeney, PE – Alday-Howell Engineering
- CEI Consultant: _____
- Attendees:

2. Project Overview

- Description:
- - Widening and resurfacing of Redstone Avenue with sidewalk improvements
- - Approx. 1230 linear feet
- - 387 LF of drainage pipe
- - 2 Drainage Structures

3. Bid Information

- Bid Submission: Sealed or electronic bids
- Bid Due Date & Time: November 20, 2025, at 10:00 AM (local time)
- Submission Location: Online or City Hall
- Bid Forms & Documents: Available from John Feeney via email: john@aldayhowell.com
OR on the City's Bid website
- Addenda: Will be issued via email to all plan holders that have requested documents and posted on the City's webpage with the bid documents

4. Construction Timeline

- Anticipated Start Date: January 2026
- Substantial Completion: 180 calendar days
- Final Completion: 210 calendar days

5. Permits and Coordination

- _____ will serve as CEI and be the point of contact during construction
- FDOT and Okaloosa County Traffic Services will need to be notified prior to work at the SR 85 Connection.

6. Plans, Specifications, and Communication

- Plans and specifications available through: Alday-Howell Engineering, Inc.
- All project-related questions must be submitted in writing
- Contact: John Feeney, PE – Alday-Howell Engineering: john@aldayhowell.com
- Deadline for Questions: 5 business days before bid opening, 11/15/2025
- Responses will be issued via addendum if necessary

7. Site Access

- Site is open for observation by bidders
- No formal site visit is required, but bidders are responsible for understanding site conditions
- Safety precautions must be observed during any self-guided visits

8. Contract Requirements

- Performance and Payment Bonds will be required
- Insurance requirements per the bid documents

9. Questions & Clarifications

- Open floor for questions
- Reminder that only written responses via addendum are binding

10. Closing Remarks

- Final reminder of bid date: November 20, 2025, at 10:00 AM
- Review all bid documents and submit complete bid packages

Pre-Bid Meeting Sign-In Sheet

Project: East Redstone Avenue - ITB #26-11-20-PMO

Meeting Type: Pre-Bid Conference

Date: October 29, 2025

Time: 10:00 A.M. CST

Location: 198 N Wilson St, Crestview, FL, 32536



Company Name	Representative Name	Title	Phone Number	Email Address
City of Crestview	Jayce Vanderford, CAPM	Project Manager	850-797-8707	jaycevanderford@cityofcrestview.org
Alday-Howell Engineering, Inc.	John Feeney, PE	Project Manager	850-634-6084	john@aldayhowell.com
C.W. Roberts Contracting	Eel Miller	Estimator	(850) 549-1122	emiller@cwrccontracting.com
Anderson Columbia	Jeremy Carlson	Super	(950) 554-5336	Brian@AndersonColumbia.com
ECSC, LLC	Frank Smith	Estimator	(850) 481-6966	frank@ecscfla.com
Insite Cont.	Pierre Cadenhead	Est.	950 826-0954	Pierre.Insite@gmail.com



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASIAS, RAY ANTHONY

H&T CONTRACTORS LLC
30 EMILY ROAD
SANTA FE NM 87508

LICENSE NUMBER: CGC1517436

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASIAS, RAY ANTHONY

H&T CONTRACTORS LLC

376 BEN KING RD

FREEPORT FL 32439

LICENSE NUMBER: CUC1224504

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 30, 2025

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT, FLORIDA 32439

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF

Ronald Dilworth
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 COMPETENCY
OFFICIAL COPY**

THIS CERTIFIES THAT: Ray A Casias
P.O. Box 9
Freeport FL 32439-0009

BUSINESS ORGANIZATION: H&T Contractors LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Walton
License/Permit #: 207909-0001-2010
Expiration Date: 06/30/2026




Chief Financial Officer



CITY OF CRESTVIEW FLORIDA

ITB#26-11-20-PMO
EAST REDSTONE AVENUE

PREPARED FOR:

Mayor JB Whitten
Councilor Precinct 1 – Dusty Allison
Councilor Precinct 2 – Ryan Bullard
Councilor Precinct 3 – Douglas Capps
Councilor Group 1 - At Large – Shannon Hayes
Councilor Group 2 - At Large – Brandon Frost

Jessica Leavins, City Manager
Jayce Vanderford, Project Manager

OCTOBER 2025

Prepared By:

AHE ALDAY-HOWELL
ENGINEERING, INC.

Digitally signed
by John S Feeney
Date: 2025.11.13
15:10:25 -06'00'

4100 S. Ferdon Blvd. Ste B2
Crestview, FL 32536
(850) 634-6084

Bid Set # _____

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BIDDING AND CONTRACT REQUIREMENTS

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C-200	Instructions to Bidders
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C-550	Notice to Proceed
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SUPPLEMENTAL BIDDER REQUIREMENTS

Exhibit 1 – Statement of No Proposal
Exhibit 2 – References
Exhibit 3 – Proposer Qualification Form
Exhibit 4 – Submission Checklist

Unless otherwise indicated or modified on the plans or specifications all work shall be in accordance with the City of Crestview Engineering Standards Manual and the Florida Department of Transportation FY2025-2026 Standard Specifications for Road and Bridge Construction, supplements, and special provisions thereto.

DRAWINGS

COMPONENTS OF BID PLANS SET
BOUNDARY AND TOPOGRAPHIC SURVEY
BID PLANS (CIVIL)

**City of Crestview
ITB #26-11-20-PMO
East Redstone Avenue
October 14, 2025**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of **East Redstone Avenue** will be received by the **Crestview City Council** at city hall **located at 198 N. Wilson Street, Crestview, FL**, until **10:00 a.m.** local time on **November 20, 2025**, at which time the Bids received will be “publicly” opened and read. The Project consists of approximately 413 tons of asphalt pavement, 940 square yards of base, 387 LF of pipe (storm), 1,552 LF of curb, and 4 inlets.

A Non-mandatory Pre-Bid Meeting will be held **October 29, 2025** at **10:00 a.m.** local time, Crestview City Hall, Council Chambers, 198 N. Wilson St., Crestview, FL 32536.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis and awarded based on the lump sum of the unit prices.

Direct all questions to:

**City of Crestview - City Hall
Attn: Heather Sutton
PO Box 1209
198 N Wilson Street
Crestview, FL 32536
Ph. (850) 682-1560
Fax: (850) 682-8077
Email: suttonh@cityofcrestview.org**

The Issuing Office for the Bidding Documents is:

**City of Crestview - City Hall
Attn: City Clerk – Maryanne Girard
PO Box 1209
198 N Wilson Street
Crestview, FL 32536
Ph. (850) 682-1560
Fax: (850) 682-8077
Email: cityclerk@cityofcrestview.org**

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Thursdays between the hours of **8 a.m. to 5 p.m.** or Fridays between the hours of **8 a.m. to 11 a.m.** and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Official Bid Documents are available online through Central Bidding at www.centralbidding.com. For assistance with the electronic bidding process, please contact Central Bidding at 225-810-4814. Bidding Documents may also be obtained directly from the Engineer of Record's Office during regular business hours. Documents are available in PDF format and may be emailed free of charge upon request. Alternatively, printed copies may be obtained in person or by mail upon receipt of payment. The non-refundable cost for printed Bidding Documents is **\$250 per set**, payable to “**Alday-Howell Engineering, Inc.**”, plus a non-refundable shipping charge. Shipping costs vary based on the delivery method selected by the prospective bidder. The date that the Bidding Documents are transmitted by the Issuing Office

will be considered the date of receipt for the bidder. Partial sets of Bidding Documents will not be provided by the Issuing Office. Neither the Owner nor the Engineer will be held responsible for full or partial sets of documents, including any Addenda, that are obtained from sources other than the Issuing Office.

Copies of the ITB documents, requirements, scope of services, and other pertinent information may be obtained electronically from the City of Crestview website (www.cityofcrestview.org) and Central Bidding (www.centralbidding.com). All questions shall be directed in writing to the Procurement Manager, Heather Sutton, at Suttonh@cityofcrestview.org, referencing "Questions on "ITB bid number and project name" in the subject line. The **last day for questions** will be **November 14, 2025 at 5:00 p.m.** local time.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: **City of Crestview**

By: **Maryanne Girard** Title: **City Clerk**

Date: **November 20, 2025**

The City of Crestview reserves the right to accept or reject, in part or in total, any or all proposals and to waive any informalities as deemed in the best interest of the City. All proposals must be marked on the outside of the envelope with the proposer's name, the time and date of the opening. It shall be the bidders' responsibility to ensure that proposals are delivered to the above address at the appointed time.

The City of Crestview, Florida does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

+ + END OF ADVERTISEMENT FOR BIDS + +

SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [5] days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Bidder's underground utility and excavation contractor license number
- E. Other required information regarding qualifications

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of [5%] percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 8 – CONTRACT TIMES

- 8.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 11.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost

occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.04 A Bid by an individual shall show the Bidder’s name and official address.
- 12.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.06 All names shall be printed in ink below the signatures.
- 12.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

- 13.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to [Maryanne Girard, City Clerk, PO Box 1209, 198 N. Wilson Street, Crestview, FL 32536].
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

BID FORM

City of Crestview
East Redstone Avenue

Alday-Howell Engineering, Inc. Project #22-009

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	10/29/25
2	11/13/25
3	
4	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents. for the following price(s):

UNIT PRICE WORK - E REDSTONE AVENUE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST.QTY	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1		
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1		
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4		
0104-18	INLET PROTECTION SYSTEM	LF	4		
0107-1	LITTER REMOVAL	AC	10.26		
0107-2	MOWING	AC	0.44		
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77		
0110-4- 10	REMOVAL OF EXISTING CONCRETE	SY	69		
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9		
0120-71	REGULAR EXCAVATION	CY	502		
0160-4	TYPE B STABILIZATION	SY	940		
0285-706	OPTIONAL BASE GROUP 6	SY	940		
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436		
0334-1- 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	338		
0337-7- 80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	262		
0425-1- 311	INLETS, CURB, TYPE 9, <10'	EA	1		
0425-1- 331	INLETS, CURB, TYPE P-3, <10'	EA	2		
0425-1- 910	INLETS, CLOSED FLUME	EA	1		
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3		
0430- 174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46		
0430- 175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341		

0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552		
0520-3	VALLEY GUTTER - CONCRETE	LF	437		
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430		
0522-1	4" CONCRETE SIDEWALK	SY	612		
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63		
0527-2	DETECTABLE WARNINGS	SF	140		
0570-1-3	PERFORMANCE TURF, SOD	SY	925		
0635-3-40	JUNCTION BOX, RELOCATE	EA	1		
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2		
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2		
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8		
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1		
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6		
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5		
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118		
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09		
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554		
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141		
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16		
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42		
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1		
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	554		
0711-11-	THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	146		

125	FOR STOP LINE OR CROSSWALK 24"				
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16		
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52		
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42		
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22		
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2		

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum and Unit Price Items = Total Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;

- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (Name and Address of Principal Place of Business):

OWNER (*Name and Address*):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: November 20, 2025
East Redstone Avenue

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Owner
Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

NOTICE OF AWARD

Date of Issuance:

Owner: City of Crestview

Owner's Contract No.:

26-11-20-PMO

Engineer: Alday-Howell
Engineering, Inc.

Engineer's Project No.:
22-009

Project: East Redstone Avenue

Contract Name: East
Redstone Avenue
Improvements

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [] *[not subjected to unit prices, or cost-plus]*

[TBD] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings and Specifications will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Crestview City Council (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows: The Project consists of approximately 413 tons of asphalt pavement, 940 square yards of base, 387 LF of pipe (storm), 1,552 LF of curb, and 4 inlets.

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: East Redstone Avenue

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Alday-Howell Engineering, Inc..
- 3.02 The Owner has retained Alday-Howell Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT PRICE SECTION

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

<i>UNIT PRICE WORK - EAST REDSTONE AVENUE</i>			
<i>PAY ITEM NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>EST. QTY.</i>
0101-1	ROADWAY MOBILIZATION	LS	1
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4
0104-18	INLET PROTECTION SYSTEM	LF	4
0107-1	LITTER REMOVAL	AC	10.26
0107-2	MOWING	AC	0.44
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	69
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9
0120-71	REGULAR EXCAVATION	CY	502
0160-4	TYPE B STABILIZATION	SY	940
0285-706	OPTIONAL BASE GROUP 6	SY	940
0286-2	TURNOUT CONSTRUCTION, ASPHALT MATERIALS	SY	436
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	338
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	262
0425-1-201	INLETS, CURB, TYPE P-1, <10'	EA	2

0425-1-311	INLETS, CURB, TYPE 9, <10'	EA	1
0425-1-910	INLETS, CLOSED FLUME	EA	1
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46
0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341
0520-1-10	CONCRETE CURB & GUTTER, TYPE F (18" MODIFIED)	LF	1552
0520-3	VALLEY GUTTER - CONCRETE	LF	437
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430
0522-1	4" CONCRETE SIDEWALK	SY	612
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63
0522-2	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	SY	140
0570-1-3	PERFORMANCE TURF, SOD	SY	925
635-3-40	JUNCTION BOX, RELOCATE	EA	1
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1
0700-1-60	SINGLE POST SIGN, REMOVE	AS	6
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	5
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.09
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	16
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.42
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	554
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	146
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16

0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.52
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.42
0711-16-231	THERMOPLASTIC. STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.22
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$.
- B. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- C. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer Contractor. The Unit Prices listed in the Contract are for the sole purpose of calculating the Cost of Change Proposals and Owner Claims related to changes in the Scope of Work for the Contract.

- D. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$TBD
- E. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 23 to 31, inclusive).
 - 2. Performance bond (pages 33 to 35, inclusive).
 - 3. Payment bond (pages 36 to 38, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages 21 to 21, inclusive).
 - 5. General Conditions (pages 42 to 113, inclusive).
 - 6. Supplementary Conditions (pages 114 to 119, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 46 sheets with each sheet bearing the following general title: East Redstone Avenue [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages N/A to N/A, inclusive).

NOTE(S) TO USER:

- 1. *As noted in the introduction to this Agreement, in the typical case bidding-related documents such as the Instructions to Bidders and Bid are not included as Contract Documents. Include Contractor's Bid as a Contract Document here only as a matter of necessity, for example if the Bid contains numerous line items and their prices, and rekeying such information would be burdensome and susceptible to error.*
- 2. *List other required attachments (if any), such as documentation submitted by Contractor prior to Notice of Award and documents required by funding or lending agencies.*
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.:

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner:	City of Crestview	Owner's Contract No.:	26-11-20-PMO
Contractor:		Contractor's Project No.:	
Engineer:	Alday-Howell Engineering, Inc.	Engineer's Project No.:	22-009
Project:	East Redstone Avenue	Contract Name:	East Redstone Avenue Improvements
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [TBD]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is TBD, and the date of readiness for final payment is TBD *or* [the number of days to achieve Substantial Completion is 180, and the number of days to achieve readiness for final payment is 210].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Crestview

198 North Wilson Street, Crestview, FL 32536

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* East Redstone Avenue Improvements

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Crestview

198 North Wilson Street, Crestview, FL 32536

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: East Redstone Avenue Improvements

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

Contractor's Application for Payment No.

Application Period:		Application Date:
To (Owner): City of Crestview	From (Contractor):	Via (Engineer):
Project: East Redstone Avenue Improvements	Contract:	
Owner's Contract No.: 26-11-20-PMO	Contractor's Project No.:	Engineer's Project No.: 22-009

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$
Number	Additions	Deductions	2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$
			5. RETAINAGE:
			a. X Work Completed..... \$
			b. X Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of:	\$	
		(Line 8 or other - attach explanation of the other amount)
is recommended by:		
	(Engineer)	(Date)
Payment of:	\$	
		(Line 8 or other - attach explanation of the other amount)
is approved by:		
	(Owner)	(Date)
Approved by:		
	Funding or Financing Entity (if applicable)	(Date)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Crestview Contractor: Engineer: Alday-Howell Engineering, Inc. Project: East Redstone Avenue	Owner's Contract No.: 26-11-20-PMO Contractor's Project No.: Engineer's Project No.: 22-009 Contract Name: East Redstone Avenue Improvements
--	---

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work
 ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:

☐ None
☐ As follows

Amendments to Contractor's responsibilities:

☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

CERTIFICATE OF FINAL COMPLETION

Owner: City of Crestview	Owner's Contract No.: 26-11-20-PMO
Contractor:	Contractor's Project No.:
Engineer: Alday-Howell Engineering, Inc.	Engineer's Project No.: 22-009
Project: East Redstone Avenue	Contract Name: East Redstone Avenue Improvements

This [preliminary] [final] Certificate of Final Completion applies to:

☐ All Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be complete in accordance with the Contract Documents on

Date of Final Completion

Notice to Proceed: _____ (DATE)

Notice Contract Time: _____ (CALENDAR DAYS)

Additional Contract Time

Approved by Change Order: _____ (CALENDAR DAYS)

Total Approved Contract Time: _____ (CALENDAR DAYS)

Actual Contract Time: _____ (CALENDAR DAYS)

Unapproved Construction Time: _____ (CALENDAR DAYS)

A warranty inspection will be held on: _____

The Warranty will expire on: _____

The following documents are attached to and made a part of this Certificate: _____

This certificate constitutes an acceptance of work in accordance with the Contract Documents. However, this certification shall not release the Contractor or its sureties from any obligations under the Contract Documents. The Performance Bond remains in full force and effect through the one (1) year warranty period.

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Contractor will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 *Hazardous Environmental Conditions*

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 *Contractor's Liability Insurance*

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	<u>\$ \$500,000</u>
Bodily injury by disease, aggregate	<u>\$ \$500,000</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>\$500,000</u>
Bodily injury by disease, each employee	\$ <u>\$500,000</u>
Bodily injury/disease aggregate	\$ <u>\$500,000</u>

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:

\$ \$500,000

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ \$2,000,000

Products - Completed Operations Aggregate \$ \$1,000,000

Personal and Advertising Injury \$ \$1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$ \$1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ \$1,000,000

Each accident \$ \$1,000,000

Property Damage:

Each accident \$ \$1,000,000

[or]

Combined Single Limit of \$ _____

4. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$1,000,000

L. To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of

Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. To the fullest extent permitted by law, the Recipient's consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
- 1. General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field

Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).**
- 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.**
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.**
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
- 8. Authorize Owner to occupy the Project in whole or in part.**

Work Change Directive No. _____

Date of Issuance: TBD

Effective Date:

Owner: City of Crestview

Owner's Contract No.: 26-11-20-PMO

Contractor:

Contractor's Project No.:

Engineer: Alday-Howell Engineering, Inc.

Engineer's Project No.: 22-009

Project: East Redstone Avenue

Contract Name: East
Redstone Avenue
Improvements

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date

Date of Issuance: TBD
Owner: City of Crestview
Contractor:
Engineer: Alday-Howell Engineering, Inc.
Project: East Redstone Avenue

Effective Date:
Owner's Contract No.: 26-11-20-PMO
Contractor's Project No.:
Engineer's Project No.: 22-009
Contract Name: East
Redstone Avenue
Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

XVII. ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID 26-11-20-PMO BID FOR EAST REDSTONE AVENUE PUBLIC ACCESS FORM

_____, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.
- f. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536.

h. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ **Fax Number:** _____

E-mail Address: _____ **FEIN:** _____

Authorized Signature

Printed Name/Title

Date

STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

**City of Crestview, Attn: City Clerk - Maryanne Girard
PO Box 1209
198 North Wilson Street
Crestview, FL 32536**

Proposal # _____ and Description: _____

We, the undersigned, decline to submit a proposal on the above project for the following reason(s):

☐	We are not able to respond to the Invitation to Bid by the specified deadline.
☐	Our Company does not offer this product or service.
☐	Our current work schedule will not permit us to perform the required services.
☐	Specifications are incomplete or information is unclear (explain below)
☐	_____
☐	_____
☐	Other (Please specify below)
☐	_____
☐	_____
☐	_____

Company Name: _____
Telephone: _____ Email: _____

Name and Title of Individual Completing this Form: _____

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Reference No. 1:	Company Name:	
	Address:	
	Telephone:	
	Contact Person:	
	Email Address:	

Reference No. 2:	Company Name:	
	Address:	
	Telephone:	
	Contact Person:	
	Email Address:	

Reference No. 3:	Company Name:	
	Address:	
	Telephone:	
	Contact Person:	
	Email Address:	

Proposers Name: _____

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

_____ Yes _____ No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

Dated this _____ day of _____, 2025.

IF INDIVIDUAL

WITNESS:

(Signature)

(Type or Print Name)

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements		Included
•	Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.	
•	Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.	
•	Include any delivery information.	
•	Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.	
•	Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.	
•	Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536	
•	The mailing envelope should be sealed and marked with: Bid Number: 26-11-20-PMO Bid Title: East Redstone Avenue Improvements Bid Opening Date: November 20, 2025	

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.

**CITY OF CRESTVIEW
EAST REDSTONE AVENUE
ITB 26-11-20-PMO**

ADDENDUM NO. 1

This addendum is to advise of the FDOT Contractor Prequalification Requirement.

Pre-bid Agenda and Sign In Sheet is attached.

FDOT Contractor Prequalification Requirement

Due to partial funding through a State of Florida Department of Transportation (FDOT) grant, bidders must be currently FDOT prequalified in the applicable work classes pursuant to Chapter 337.14, Florida Statutes, and Rule 14-22, Florida Administrative Code, prior to bid opening.

***Proof of FDOT qualification shall be submitted with the bid.**

-END OF ADDENDUM-



Addendum No. 2

Project Name: East Redstone Avenue

Project Number: ITB 26-11-20-PMO

Date: November 13, 2025

Subject: Questions from Prospective Bidders

This Addendum serves to change the pavement design from 1" milling to a 1" Type SP Leveling Course and to answer any questions from prospective bidders in advance for the bid deadline of Thursday, November 20, at 10:00 AM.

1. The pavement design of the project is being amended to not include any milling of the existing surface but to add a 1" Type SP Leveling Course to the existing surface.

2. Question: Will this project have Davis-Bacon requirements?

Answer: No, this project does not have any Davis-Bacon requirements.

3. Question: Will this project be Owner-Paid materials?

Answer: No, this project will not be Owner-Paid materials.

All other terms and conditions of the bid documents remain unchanged.



**ALDAY-HOWELL
ENGINEERING, INC.**

CIVIL ENGINEERING,
ROADWAY ENGINEERING,
SITE AND SUBDIVISION DESIGN,
ENVIRONMENTAL PERMITTING, LAND USE PLANNING
4100 S FERDON BLVD • CRESTVIEW • FLORIDA • (850) 634-6084

ENGINEER'S OPINION OF PROBABLE COST EAST REDSTONE AVENUE

PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	10%	\$ 60,363.24
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	15%	\$ 90,544.86
0102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	48.4	\$ 90.00	\$ 4,356.00
0104-18	INLET PROTECTION SYSTEM	LF	4	\$ 200.00	\$ 800.00
0107-1	LITTER REMOVAL	AC	10.26	\$ 50.00	\$ 513.00
0107-2	MOWING	AC	0.44	\$ 70.00	\$ 30.80
0110-1-1	CLEARING & GRUBBING	LS(AC)	0.77	\$ 56,000.00	\$ 43,120.00
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	69	\$ 40.00	\$ 2,740.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	\$ 32.00	\$ 288.00
0120-71	REGULAR EXCAVATION	CY	502	\$ 14.00	\$ 7,028.00
0160-4	TYPE B STABILIZATION	SY	940	\$ 7.50	\$ 7,050.00
0285-706	OPTIONAL BASE GROUP 6	SY	940	\$ 27.00	\$ 25,380.00
0286-1	TURNOUT CONSTRUCTION, OPTIONAL MATERIALS	SY	436	\$ 55.00	\$ 23,980.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	338	\$ 160.00	\$ 54,080.00
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	262	\$ 188.00	\$ 49,256.00
0425-1-201	INLETS, CURB, TYPE P-3, <10'	EA	2	\$ 11,120.00	\$ 22,240.00
0425-1-331	INLETS, CLOSED FLUME	EA	1	\$ 9,615.00	\$ 9,615.00
0425-1-910	MANHOLE, ADJUST, UTILITIES	EA	1	\$ 1,520.00	\$ 1,520.00
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	\$ 190.00	\$ 8,740.00
0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD/CD	LF	341	\$ 165.00	\$ 56,265.00
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	\$ 50.00	\$ 77,600.00
0520-3	VALLEY GUTTER - CONCRETE	LF	437	\$ 70.00	\$ 30,590.00
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	\$ 90.00	\$ 38,700.00
0522-1	4" CONCRETE SIDEWALK	SY	612	\$ 75.00	\$ 45,900.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	\$ 100.00	\$ 6,300.00
0527-2	DETECTABLE WARNINGS	SF	140	\$ 45.00	\$ 6,300.00
0570-1-2	PERFORMANCE TURF, SOD	SY	925	\$ 5.00	\$ 4,625.00
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	\$ 675.00	\$ 675.00
0660-2-101	LOOP ASSEMBLY, F&I, TYPE B	AS	2	\$ 1,355.00	\$ 2,710.00
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	8	\$ 500.00	\$ 4,000.00
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	6	\$ 55.00	\$ 330.00
0700-1-60	SINGLE POST SIGN, REMOVE	EA	5	\$ 540.00	\$ 2,700.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	18	\$ 5.00	\$ 90.00
0706-1-3	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.52	\$ 1,330.00	\$ 691.60
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	554	\$ 1.50	\$ 831.00
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	141	\$ 2.00	\$ 282.00
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	EA	16	\$ 40.00	\$ 640.00
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	29	\$ 1.70	\$ 49.30
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LS	1	\$ 35,500.00	\$ 35,500.00
0710-11-224	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LF	146	\$ 7.00	\$ 1,022.00
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	EA	16	\$ 95.00	\$ 1,520.00
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	GM	0.52	\$ 5,700.00	\$ 2,964.00
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.42	\$ 5,740.00	\$ 2,410.80
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.22	\$ 2,165.00	\$ 476.30
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	EA	2	\$ 1,190.00	\$ 2,380.00
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	\$ 1,190.00	\$ 2,380.00
ACCUMULATED TOTAL					\$ 756,920.50
0999-25	CONTINGENCY AMOUNT	LS	1	10%	\$ 75,692.05
CONSTRUCTION TOTAL					\$ 832,612.55
CONSTRUCTION ENGINEERING INSPECTION (10%)					\$ 83,261.26
GRAND TOTAL					\$ 915,873.81

Digitally signed
by John S Feeney
Date: 2025.11.13
15:11:20 -06'00'

EAST REDSTONE AVENUE
CITY OF CRESTVIEW

NOVEMBER 4, 2024
100% PLANS SUBMITTAL
ROADWAY PLANS

PREPARED FOR
CITY OF CRESTVIEW
FROM STATE ROAD 85
TO BROOKMEADE DR

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	ROADWAY DETAILS
6	PROJECT LAYOUT
7-8	GENERAL NOTES
9-11	ROADWAY PLANS
12-13	MISCELLANEOUS DRAINAGE DETAILS
14-26	CROSS SECTIONS
27-28	DRAINAGE STRUCTURE CROSS SECTIONS
29-30	TEMPORARY TRAFFIC CONTROL PLANS
31-32	MAINTENANCE OF TRAFFIC TYPICAL SECTION
33-35	MAINTENANCE OF TRAFFIC CONTROL PLANS
36	REPORT OF TESTS - ROADWAY SOIL SURVEY
37	STORMWATER POLLUTION PREVENTION PLAN
38	SIGNALIZATION PLAN
SQ1-SQ8	SUMMARY OF QUANTITIES

PLANS PREPARED BY:

AHE
ALDAY-HOWELL
ENGINEERING, INC.
4100 S. FERDON BLVD. STE B2
CRESTVIEW, FL 32536
PHONE (850) 634-6084 * FAX (850) 526-4740
E-MAIL : info@aldayhowell.com

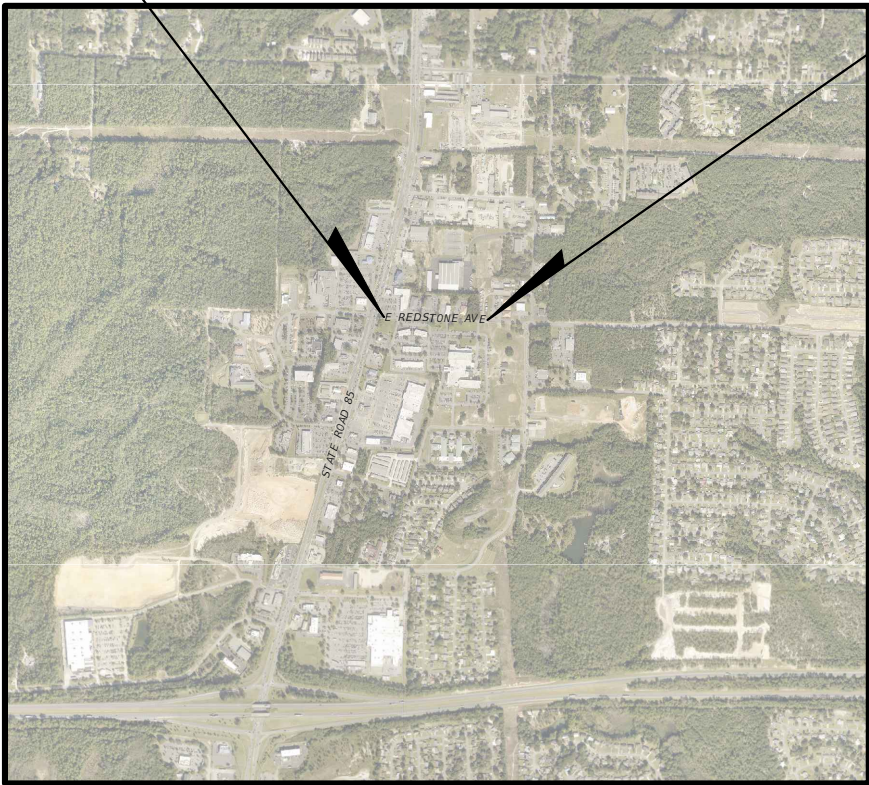
NOTE: THE SCALE OF THESE PLANS MAY HAVE
CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2024-25 Standard Plans for
Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated
IRs are available at the following website:
<https://www.fdot.gov/design/standardplans/2024/24.shtm>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY2024-25 Standard Specifications
for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>
City of Crestview Engineering Standards Manual at the following website:
<https://www.cityofcrestview.org/DocumentCenter/View/2811/Crestview-Engineering-Standards-Manual-03-2024?bidId=>

BEGIN ROADWAY CONSTRUCTION
STA. 101+50.15 @ SURVEY



SR 85 N
TO US 90

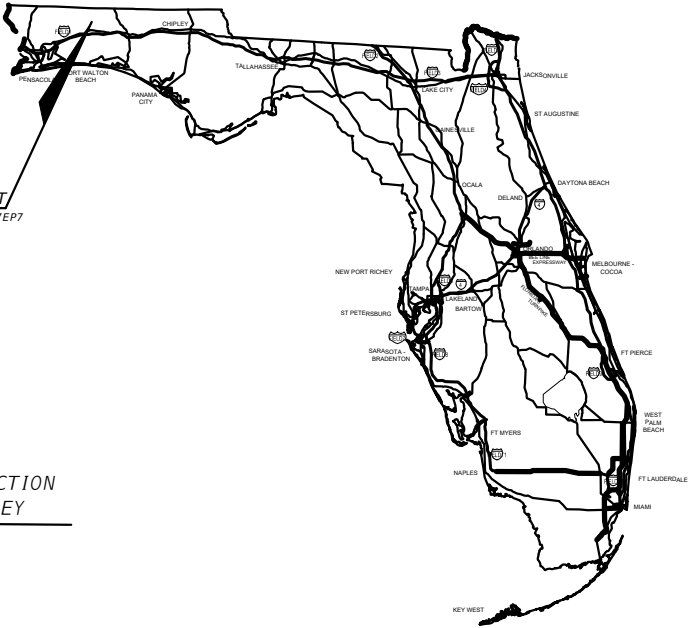
END ROADWAY CONSTRUCTION
STA. 112+80.39 @ SURVEY

INTERSTATE 10
TO PENSACOLA

INTERSTATE 10
TO TALLAHASSEE

STATE ROAD 85
TO NICEVILLE

LOCATION OF PROJECT
<https://goo.gl/maps/aQITCGNsmEXd7EP7>



Digitally signed by
John S Feeney
Date: 2025.11.13
15:26:01 -06'00'

PRINTED COPIES ARE NOT CONSIDERED SIGNED
AND SEALED. THE SIGNATURE MUST BE VERIFIED
ON THE ELECTRONIC DOCUMENTS.

ROADWAY PLANS
ENGINEER OF RECORD:

JOHN FEENEY, P.E. NO. 84316
ALDAY-HOWELL ENGINEERING, INC.
4100 S. FERDON BLVD, STE B2
CRESTVIEW, FLORIDA 32536
PHONE (850) 634-6084 * FAX (850) 526-4740
VENDOR NO. 20-2658248
CERTIFICATE OF AUTHORIZATION NO. 26105

CITY OF CRESTVIEW PROJECT
MANAGER:

JAYCE VANDERFORD, PROJECT MANAGER
850-306-3663 EXT. 133

FISCAL YEAR	SHEET NO.
25	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

C:\Users\kiddmorgan\Alday-Howell Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\CERD01.dwg CES, KiddMorgan, Nov 13, 2025 - 2:41:37pm

SUMMARY OF PAY ITEMS-ROADWAY				
PAY ITEM NO.	DESCRIPTION	UNIT	GRAND TOTAL	
			PLAN	FINAL
0101-1	ROADWAY MOBILIZATION	LS	1	
0102-1	ROADWAY MAINTENANCE OF TRAFFIC	LS	1	
0102-3	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE*	CY	48.4	
0104-18	INLET PROTECTION SYSTEM	EA	4	
0107-1	LITTER REMOVAL	AC	10.26	
0107-2	MOWING	AC	0.44	
0110-1-1	CLEARING & GRUBBING	LS(AC)	1 (0.77)	
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	69	
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	9	
0120-71	REGULAR EXCAVATION	CY	502	
0160-4	TYPE B STABILIZATION	SY	940	
0285-706	OPTIONAL BASE GROUP 6	SY	940	
0286-2	TURNOUT CONSTRUCTION, ASPHALT MATERIALS	SY	436	
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	338	
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	262	
0425-1-201	INLETS, CURB, TYPE 9, <10'	EA	1	
0425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	2	
0425-1-910	INLETS, CLOSED FLUME	EA	1	
0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	3	
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	46	
0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD\CD	LF	341	
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1552	
0520-3	VALLEY GUTTER - CONCRETE	LF	437	
0520-5-41	CONCRETE TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	LF	430	
0522-1	4" CONCRETE SIDEWALK	SY	612	
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	63	
0527-2	DETECTABLE WARNINGS	SF	140	
0570-1-2	PERFORMANCE TURF, SOD	SY	925	
0635-3-40	JUNCTION BOX, RELOCATE	EA	1	
0999-25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	LS	1	
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	2	
*PAY ITEM 0102-3 ONLY TO BE USED DURING CONSTRUCTION PROCESS				

ALDAY-HOWELL

ENGINEERING, INC.

4100 S. FERDON BLVD. STE B2

CRESTVIEW, FL 32656

PHONE (850) 634-6084 • FAX (850) 526-4740

E-MAIL : info@aldayhowell.com

FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SUMMARY OF PAY ITEMS

1"

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.

JOB NO. 22-009

DRAWN BY ASH

CHECKED BY JSF

DATE 11/04/24

SHEET 2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PAY ITEMS-SIGNING AND PAVEMENT MARKINGS										
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS S - 3		SHEET NUMBERS S - 4		SHEET NUMBERS S - 5		GRAND TOTAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS			4		4		8	
0700-1-50	SINGLE POST SIGN, RELOCATE	AS			1				1	
0700-1-60	SINGLE POST SIGN, REMOVE	AS	1		3		2		6	
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	4		1				5	
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	20		58		40		118	
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.19		0.19		0.14		0.52	
0710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, CROSSWALK AND ROUNDABOUT, 12"	LF	162		254		138		554	
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	59		53		29		141	
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	6		6		4		16	
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.12		0.19		0.15		0.46	
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF			29				29	
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS							1	
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	162		254		138		554	
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	59		53		29		141	
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6		6		4		16	
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.19		0.19		0.14		0.52	
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.12		0.19		0.15		0.46	
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM			0.02		0.03		0.05	

SUMMARY OF PAY ITEMS-SIGNALIZATION				
PAY ITEM NO.	DESCRIPTION	UNIT	GRAND TOTAL	
			PLAN	FINAL
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	

AHENGINEERING, INC.

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E-MAIL : info@aldayhowell.com
FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

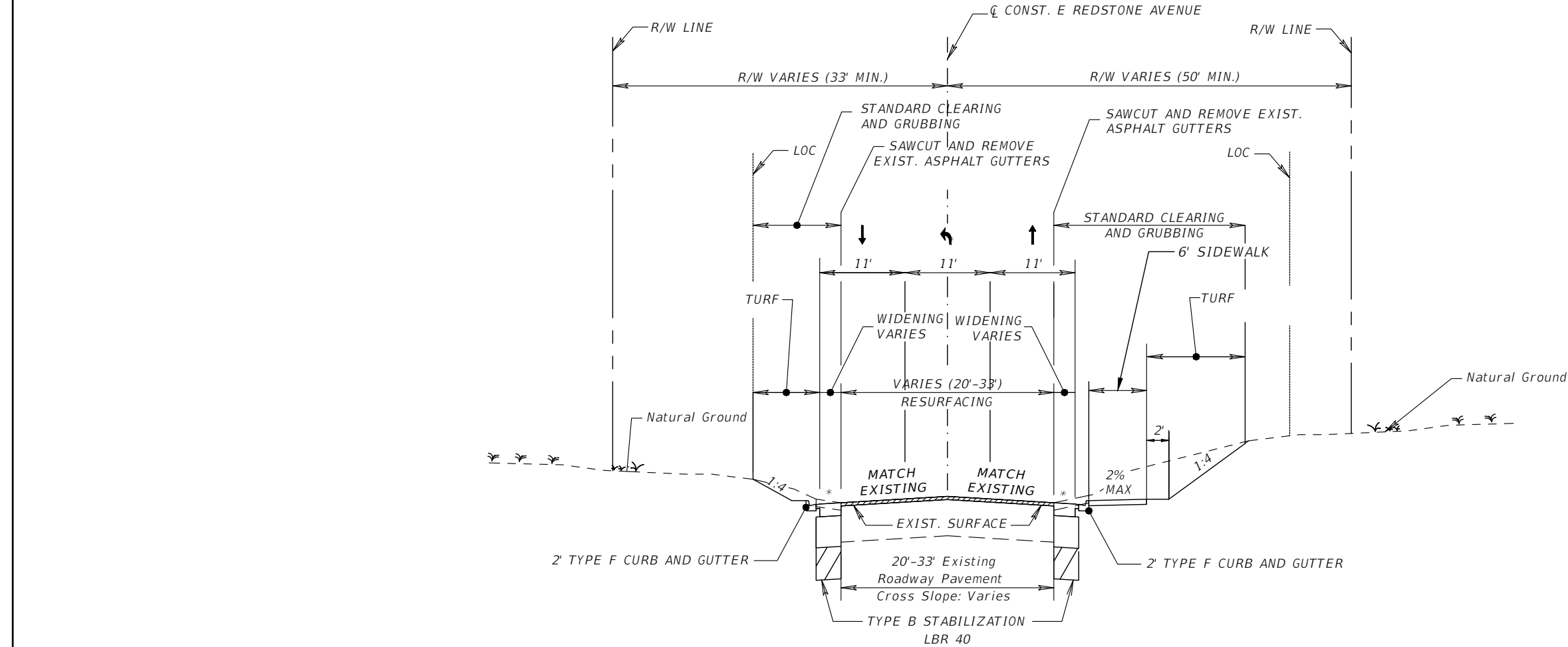
SUMMARY OF PAY ITEMS

1"

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.

JOB NO. 22-009
DRAWN BY ASH
CHECKED BY JSF
DATE 11/04/24
SHEET 3

C:\Users\kiddm\OneDrive\Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\TYPSR001.dwg, TYPSE 1, Nick Morgan, Nov 13, 2025 - 2:41:00pm



TYPICAL SECTION
E REDSTONE AVENUE
STA 101+50.15 TO STA 112+80.39

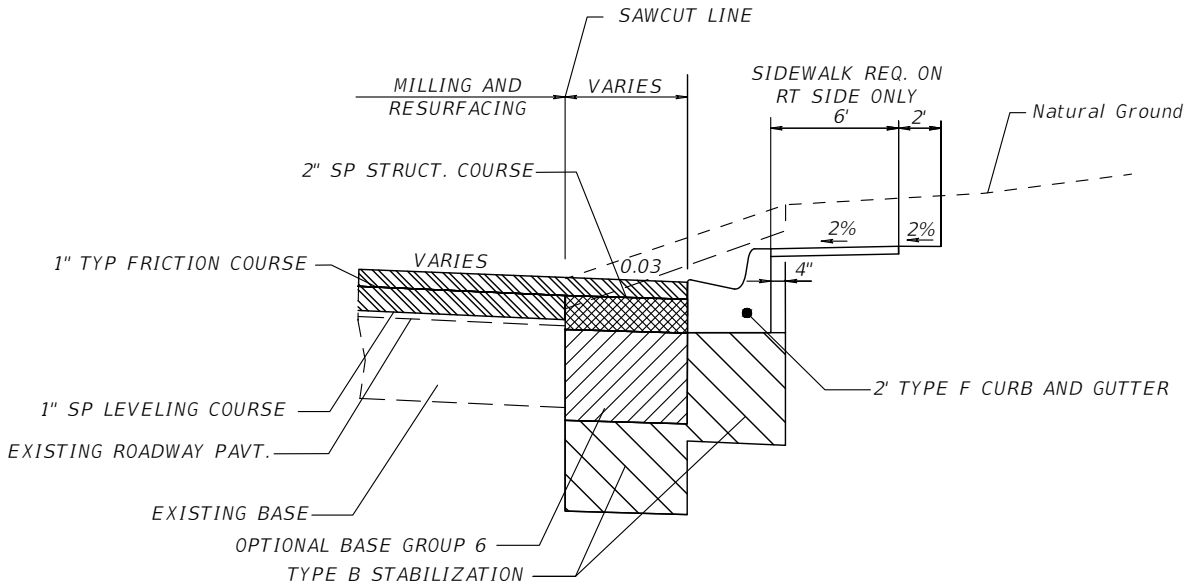
*3% CROSS SLOPE FOR WIDENING

OVERLAY

TYPE SP LEVELING COURSE (TRAFFIC B) (1") (PG 76-22)
FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

TURNOUT CONSTRUCTION

OPTIONAL BASE GROUP 4
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1") (PG 76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)



WIDENING RT*

TYPE B STABILIZATION
OPTIONAL BASE GROUP 6
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (2") (PG 76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

*MIRROR WIDENING FOR LT SIDE AND OMIT SIDEWALK

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

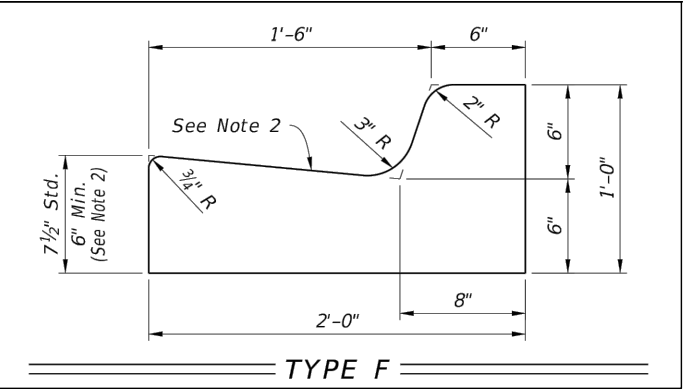
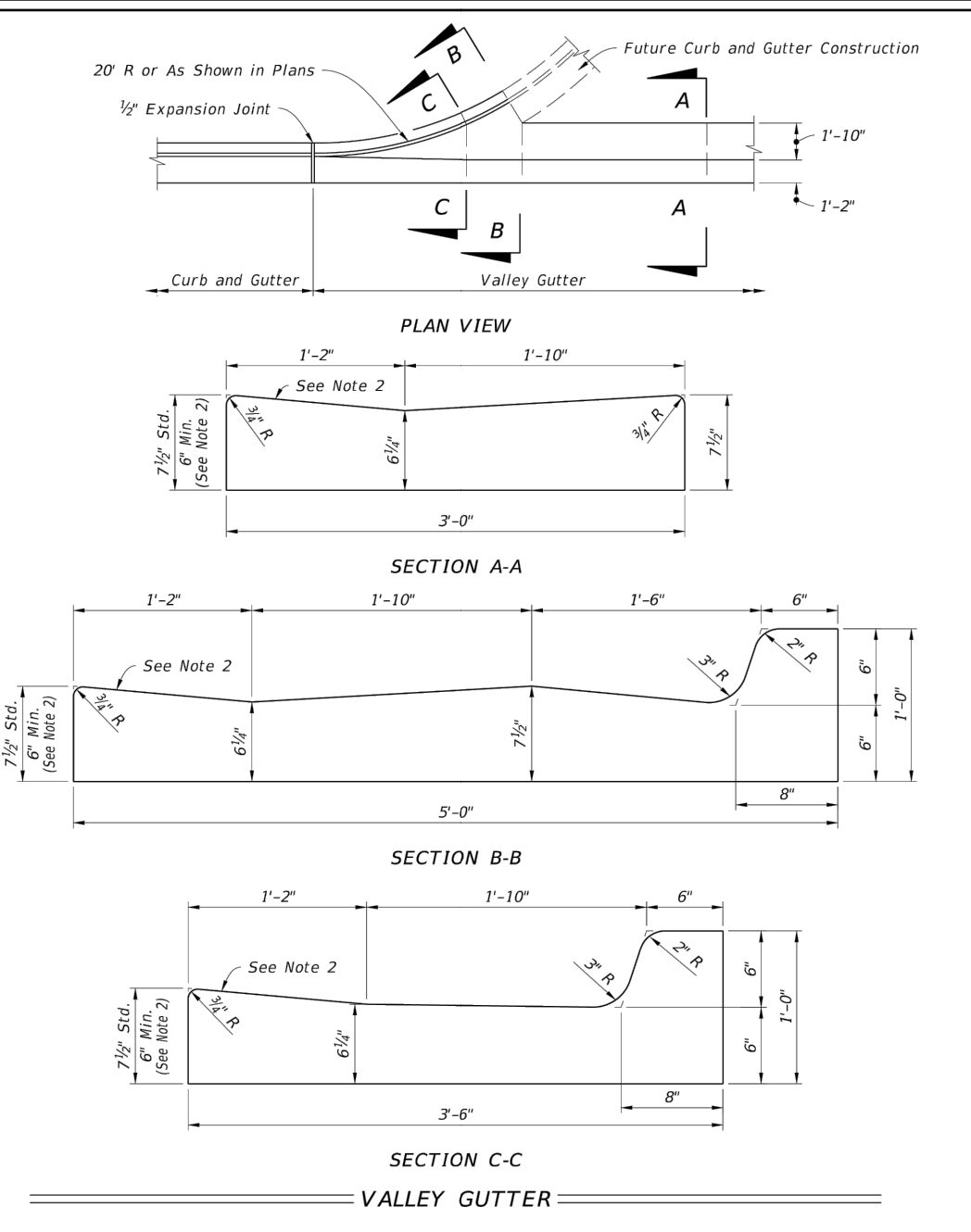
TYPICAL SECTION

1"
IF THIS LINE DOES NOT MEASURE ONE INCH
IN LENGTH, THE SCALES ON THIS DRAWING
ARE NOT VALID.

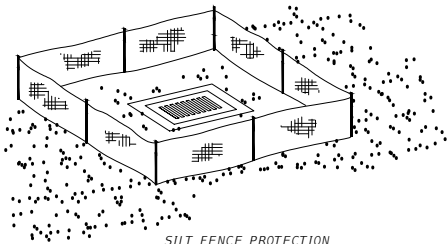
JOB NO. 22-009
DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 4

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

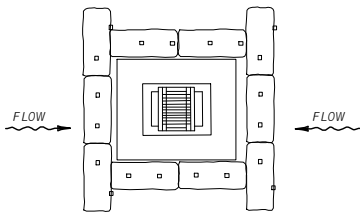
C:\Users\kiddmorgan\Alday-Howell Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\DTDD01.dwg, TYPED 1, Nick Morgan, Nov 13, 2025 - 2:41:50pm



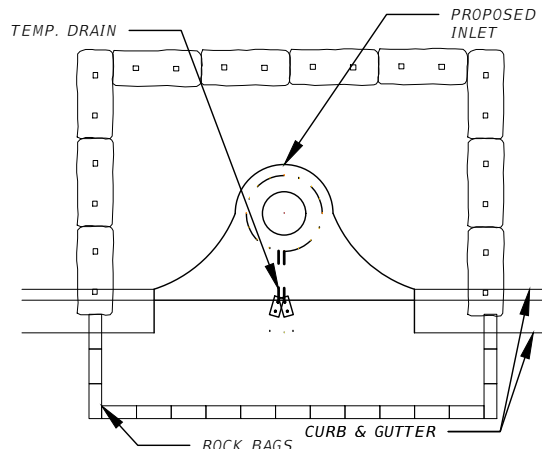
CURB AND GUTTER DETAILS
NTS



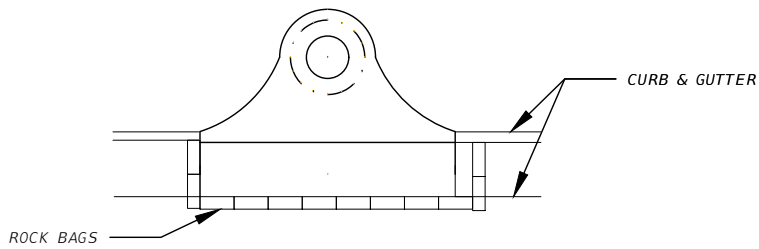
SILT FENCE PROTECTION
AROUND DITCH BOTTOM INLETS



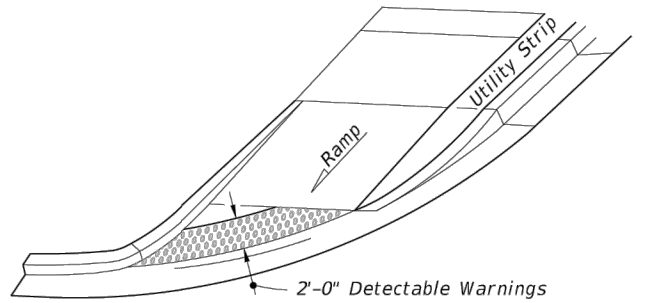
TYPE C INLET PROTECTION



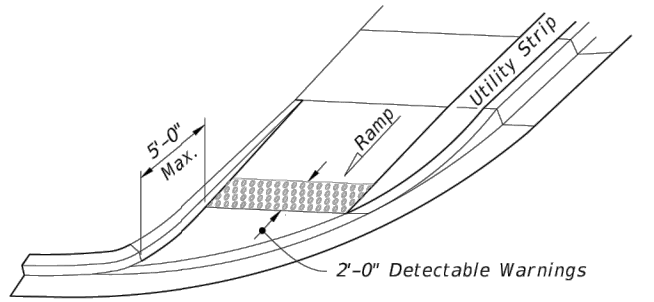
PARTIAL CURB INLET



COMPLETED CURB INLET

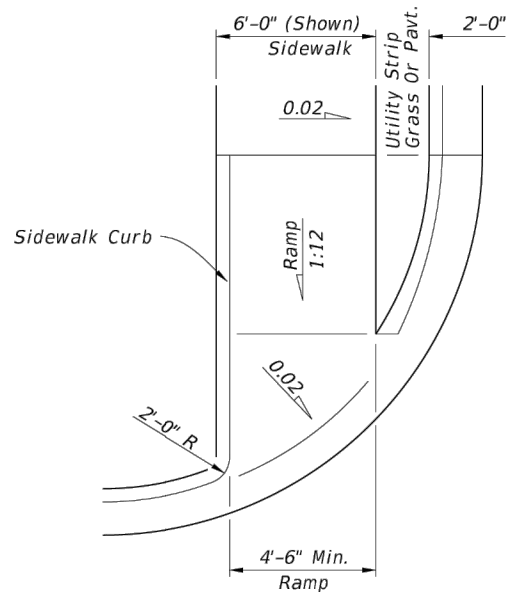


OPTION A



OPTION B

ISOMETRIC VIEW



PLAN VIEW

CR-F

DETECTABLE WARNING AND
SIDEWALK CURB RAMPS

NTS

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FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS			
DESCRIPTION	INITIALS	DATE	

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

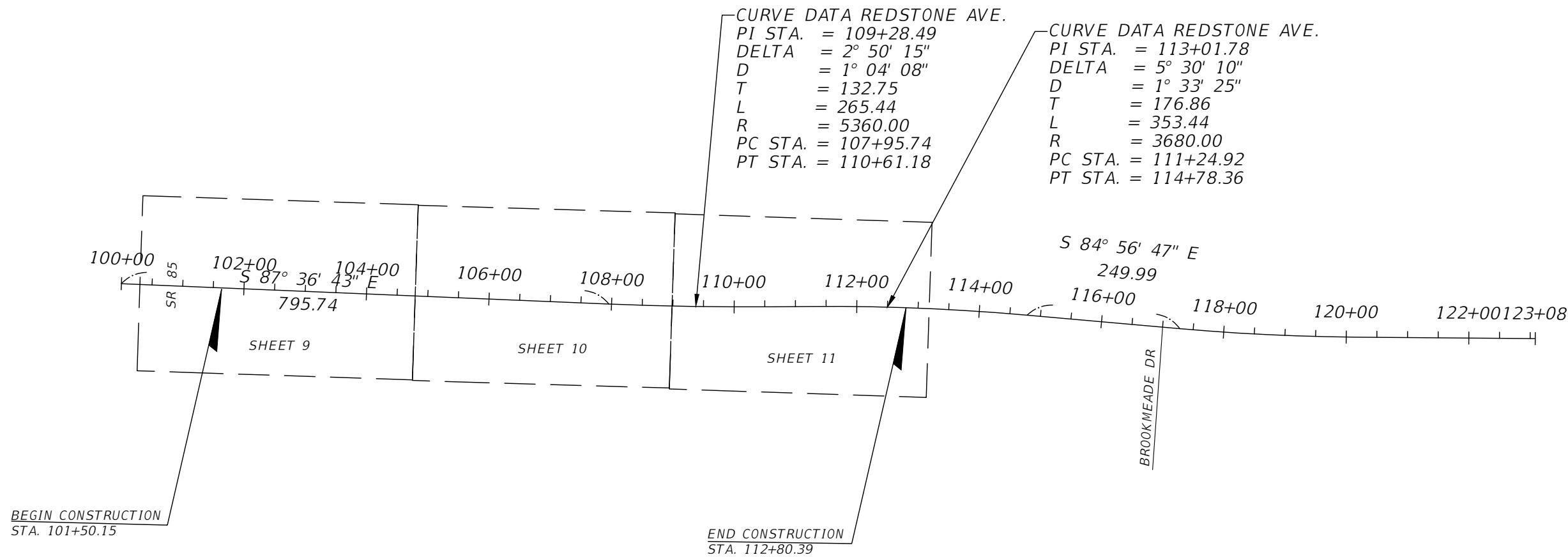
ROADWAY DETAILS

1"
IF THIS LINE DOES NOT MEASURE ONE INCH
IN LENGTH, THE SCALES ON THIS DRAWING
ARE NOT VALID.

JOB NO. 22-009
DRAWN BY NMM
CHECKED BY JSF
DATE 11/04/24
SHEET 5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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FLORIDA CERTIFICATE OF AUTHORIZATION, NO. 26105

REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

PROJECT LAYOUT

1" = 100'

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.

JOB NO. 22-009
DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 6

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SEDIMENT AND EROSION CONTROL NOTES:

1.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PREVENTION, CONTROL, AND ABATEMENT OF EROSION, WATER POLLUTION, AND THE TRANSPORTATION OF ERODED MATERIALS OFF SITE.
2.

THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SEDIMENT AND EROSION CONTROL PLAN TO ACCOMPANY THE STORMWATER POLLUTION PREVENTION PLAN AND THE SEDIMENT AND EROSION CONTROL PLAN INCLUDED IN THESE PLANS. THE SEDIMENT AND EROSION CONTROL PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE "FLORIDA EROSION AND SEDIMENT CONTROL MANUAL" AND SHALL BE SPECIFIC TO THE MEANS, METHODS, AND SEQUENCE OF CONSTRUCTION TO BE EMPLOYED BY THE CONTRACTOR AND SHALL IDENTIFY THE TYPES AND LOCATIONS OF CONTROLS THAT ARE TO BE IMPLEMENTED DURING EACH PHASE OF CONSTRUCTION AS SHOWN ON THE APPROVED CONSTRUCTION SCHEDULE TO MINIMIZE EROSION, PREVENT THE TRANSFER OF ERODED MATERIALS ONTO ANY OFF SITE PARCEL OR INTO ANY RECEIVING WATER, AND PREVENT VIOLATING STATE AND/OR FEDERAL PERMIT REQUIREMENTS. PAYMENT FOR PREPARING AND SUBMITTING THE SEDIMENT AND EROSION CONTROL PLAN AND FOR ANY MODIFICATIONS TO THE SEDIMENT AND EROSION CONTROL PLAN DURING CONSTRUCTION WILL BE INCLUDED IN THE PAY ITEM FOR MOBILIZATION. THE SEDIMENT AND EROSION CONTROL PLAN SHALL DESCRIBE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS FOR EACH PHASE OF CONSTRUCTION OPERATIONS OR ACTIVITIES:

A.

TYPES AND LOCATIONS OF ALL EROSION CONTROL DEVICES

B.

ESTIMATED TIME EROSION CONTROL DEVICES WILL BE IN OPERATION

C.

METHODS FOR CONTAINMENT OR REMOVAL OF ERODED MATERIALS FROM DISCHARGES RELATED TO DEWATERING OPERATIONS

D.

METHODS FOR CONTAINMENT OR REMOVAL OF POLLUTANTS OR HAZARDOUS WASTES

E.

METHODS FOR MAINTENANCE OF EROSION CONTROL DEVICES

F.

SCHEDULES FOR MONITORING AND MAINTAINING EROSION CONTROL DEVICES

G.

NAME AND PHONE NUMBERS OF PERSON RESPONSIBLE FOR MONITORING AND MAINTAINING EROSION CONTROL DEVICES
3.

NO CONSTRUCTION ACTIVITIES SHALL BEGIN UNTIL THE SEDIMENT AND EROSION CONTROL PLAN HAS RECEIVED WRITTEN APPROVAL FROM THE ENGINEER.
4.

THE CONTRACTOR SHALL UPDATE THE SEDIMENT AND EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN CONSTRUCTION SEQUENCE OR ACTIVITIES THAT HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS OFF SITE OR INTO ANY RECEIVING WATER AND SHALL SUBMIT THE UPDATED PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER.
5.

EROSION AND SEDIMENT CONTROLS SHALL BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION AND SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL.
6.

FIELD CONDITIONS MAY REQUIRE THE USE OF ADDITIONAL TYPES AND QUANTITIES OF SEDIMENT AND EROSION CONTROL DEVICES DURING CONSTRUCTION AS DETERMINED BY THE CONTRACTOR, THE ENVIRONMENTAL INSPECTOR, OR THE ENGINEER.
7.

THE CONTRACTOR SHALL INSPECT ALL SEDIMENT AND EROSION CONTROL DEVICES PRIOR TO SUSPENSION OF WORK ACTIVITIES EACH DAY, IMMEDIATELY AFTER EACH RAINFALL, AND AT LEAST DAILY DURING PROLONGED RAINFALL TO ENSURE THAT THE DEVICES ARE PROPERLY LOCATED AND MAINTAINED FOR EFFECTIVENESS. ANY REQUIRED REMEDIAL ACTION SHALL BE PERFORMED IMMEDIATELY.
8.

SEDIMENT TRAPPED BY THE EROSION CONTROL DEVICES IS TO BE REMOVED BY THE CONTRACTOR AFTER EACH RAIN STORM.
9.

THE AMOUNT OF AREA DISTURBED AT ONE TIME SHALL BE LIMITED TO THE MINIMUM NECESSARY TO ADEQUATELY IMPLEMENT THE WORK. CONSTRUCTION OPERATIONS SHALL BE CONTROLLED TO MINIMIZE UNPROTECTED AREAS EXPOSED TO WEATHER, AND AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE DISTURBED.
10.

EXCAVATED MATERIAL SHALL NOT BE DEPOSITED IN LOCATIONS WHERE IT COULD BE WASHED AWAY BY HIGH WATER OR BY STORMWATER RUNOFF, AND STOCKPILES SHALL BE COVERED OR ENCIRCLED WITH SEDIMENT CONTAINMENT DEVICES.
11.

DURING THE INSTALLATION OF STORM DRAIN OR UTILITY PIPING, SYNTHETIC BALE BARRIERS SHALL BE PLACED BELOW THE WORK ZONES TO AID IN CONTROLLING THE TRANSFER OF ERODED MATERIAL OFF SITE.
12.

NEW AND EXISTING DRAINAGE STRUCTURES SHALL BE PROTECTED FROM SILTATION DURING CONSTRUCTION. BARRIERS SHALL BE PLACED AROUND ALL INCOMPLETE STORMWATER INLETS AND MANHOLES DURING CONSTRUCTION. CURB INLET FILTERS SHALL BE PLACED ACROSS THE THROATS OF ALL EXISTING AND COMPLETED CURB INLETS.
13.

EXISTING FLOW CAPACITY SHALL BE MAINTAINED IN THE DRAINAGE SYSTEMS TO CONVEY RUNOFF FROM RAIN STORMS THAT OCCUR DURING CONSTRUCTION. EXISTING DRAINAGE PIPES THAT ARE NOTED TO BE PLUGGED OR REMOVED SHALL REMAIN IN SERVICE UNTIL FLOWS CAN BE DIVERTED TO THE NEW DRAINAGE SYSTEM. WHERE NEW PIPES ARE TO BE INSTALLED IN CLOSE PROXIMITY TO EXISTING PIPES THAT ARE TO BE REMOVED, PROVISIONS SHALL BE MADE TO DIVERT FLOWS FROM THE EXISTING PIPES TO THE NEW PIPES PRIOR TO RAIN STORMS. TEMPORARY PIPES SHALL BE PLACED FOR THIS PURPOSE PRIOR TO SUSPENSION OF WORK ACTIVITIES EACH DAY.

SEDIMENT AND EROSION CONTROL NOTES (CONT.):

14.

STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER CONSTRUCTION ACTIVITY IN THOSE PORTIONS OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
15.

PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL DISTURBED LAND AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINAL GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.
16.

ALL CONSTRUCTION AREAS NEAR WETLANDS ARE TO BE MONITORED CLOSELY FOR EROSION. SILT FENCE AND HAY BALES SHALL BE USED IN THESE AREAS. CONTRACTOR SHALL FOLLOW ALL THE FDEP/COE DREDGE AND FILL PERMIT REQUIREMENTS IF APPLICABLE. SEE SPECIFICATIONS.
17.

ALL SPOIL MATERIAL FROM EXCAVATION SHALL BE PLACED ON THE UPLAND SIDE OF ANY SLOPED CONSTRUCTION AREA.
18.

THE CONTRACTOR SHALL TAKE WHATEVER STEPS NECESSARY TO PREVENT EROSION INTO NEARBY WETLANDS.
19.

CONTRACTOR WILL BE REQUIRED TO PLACE SOD IN ALL EROSION PROBLEM AREAS AND IN ALL AREAS EQUAL TO OR GREATER THAN 3 HORIZONTAL TO 1 VERTICAL SLOPE. ALL OTHER DISTURBED AREAS SHALL BE STABILIZED WITH SOD OR SEED AND MULCH.
20.

A 30" STRIP OF SOD SHALL BE INSTALLED ON THE EDGE OF ALL ASPHALT AND CONCRETE PAVED AREAS AND AROUND ALL ABOVE GROUND CONCRETE STRUCTURES INCLUDING BUT NOT LIMITED TO VALVE PADS, CLEANOUT VAULTS, AND AIR RELEASE VAULTS. SOD ALL DISTURBED AREAS.
21.

THE CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL PER THE GUIDELINES OF THE FLORIDA DEVELOPMENT MANUAL.

SIGNALIZATION NOTES:

1.

WHEN ENGAGED IN INSTALLING OR MAINTAINING TRAFFIC SIGNALS WITHIN DISTRICT THREE, WORK PERFORMED SHALL BE UNDER THE SUPERVISION OF A TECHNICIAN CERTIFIED BY THE INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION (IMSA) AS A LEVEL II, TRAFFIC SIGNALS TECHNICIAN. THE TECHNICIAN SHALL REPORT TO THE JOB SITE WITHIN FOUR HOURS OF NOTIFICATION TO THE WORK SITE SUPERVISOR TO CORRECT ANY PROBLEM OR EMERGENCY THAT MAY ARISE. IN ADDITION, A TECHNICIAN CERTIFIED AS AN I.M.S.A. LEVEL I TRAFFIC SIGNAL TECHNICIAN SHALL BE PRESENT ON THE JOB SITE AT ALL TIMES THE TRAFFIC SIGNALIZATION WORK IS IN PROGRESS.
2.

PROVIDE PULL BOXES WITH LIDS CONSTRUCTED OF A NON-CONDUCTIVE COMPOSITE MATERIAL IF NECESSARY.
3.

TRAFFIC SIGNAL EQUIPMENT REMOVED FROM THIS PROJECT SHALL BECOME PROPERTY OF THE DEPARTMENT, EXCEPT FOR THOSE ITEMS LISTED BELOW WHICH SHALL BECOME PROPERTY OF THE CONTRACTOR: CONCRETE OR WOOD SUPPORT POLES, PEDESTALS, ANY FOUNDATIONS, ANCHORS AND GUYS ASSOCIATED WITH SAME; POWER SERVICE ASSEMBLIES, DISCONNECTS, METERS, METER BASES, EQUIPMENT AND WIRING, EXCEPT FOR THAT EQUIPMENT THAT IS OWNED BY OR IS USED UNDER AGREEMENT WITH ANY UTILITY COMPANY OR AGENCY; REMOVED CONTROLLER CABINET FOUNDATIONS, TRAFFIC SIGNAL SPAN ASSEMBLIES, ALL RELATED HARDWARE AND MATERIALS ASSOCIATED WITH SAME.
4.

CONTRACTOR TO DELIVER REMOVED TRAFFIC SIGNAL EQUIPMENT. CONTACT THE DISTRICT THREE TRAFFIC OPERATIONS DEPARTMENT AT (850) 330-1267 FOR SPECIFIC LOCATION.
5.

INSTALL LOOP ASSEMBLIES BEFORE PLACING THE FINAL COURSE OF ASPHALT
6.

CONSTRUCT TYPE B LOOP ASSEMBLIES WITH FOUR TURNS.
7.

INSTALL EACH LOOP ON A SEPARATE CHANNEL, EXCEPT ADVANCE LOOPS WHICH MAY HAVE A MAXIMUM OF TWO LOOPS PER CHANNEL ON TWO LANE APPROACHES, OR THREE LOOPS PER CHANNEL ON THREE LANE APPROACHES.
8.

INSTALL CONDUIT ACCORDING TO THE DESIGN STANDARD PLANS, INDEX 660-001, ALTERNATIVE NUMBER 2. UTILIZE THIS METHOD FOR ALL APPLICATIONS IN THE DISTRICT, WITHOUT REGARD TO THE PRESENCE OF CURB AND GUTTER.
9.

OKALOOSA COUNTY IS THE MAINTAINING AGENCY.
10.

CITY OF CRESTVIEW IS RESPONSIBLE FOR THE POWER BILL.
11.

OKALOOSA COUNTY COMPUTERIZED TRAFFIC SIGNAL SYSTEM: PROVIDE NEW TRAFFIC SIGNAL SYSTEM EQUIPMENT AND MATERIALS WITHIN THE LIMITS OF OKALOOSA COUNTY THAT IS FULLY COMPATIBLE AND INTER-OPERABLE WITH THAT EQUIPMENT CURRENTLY INSTALLED AND OPERATIONAL AS PART OF THE OKALOOSA COUNTY COMPUTERIZED TRAFFIC SIGNAL SYSTEM.

Alday-Howell

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E-MAIL : info@aldayhowell.com

FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

GENERAL NOTES

JOB NO. 22-009

DRAWN BY NCS

CHECKED BY JSF

DATE 11/04/24

SHEET 7

Page 304 of 480

GENERAL NOTES:

1. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION ACTIVITIES. THE SURVEY MAY NOT SHOW ALL OBJECTS WITHIN THE PATH OF THE NEW ROADWAY AND DRAINAGE IMPROVEMENTS. IF OBJECTS ARE NOT SHOWN ON THE SURVEY, THE CONTRACTOR SHALL NOTIFY THE ENGINEER 7 DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF ANY UNIDENTIFIED OBJECTS ARE DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

2. THE CONTRACTOR SHALL VIDEO THE ENTIRE ROUTE PRIOR TO CONSTRUCTION AND PROVIDE A COPY TO THE ENGINEER.

3. THE CONTRACTOR SHALL FOLLOW ALL CONDITIONS OF THE PERMIT REQUIREMENTS.

4. CONTRACTOR SHALL FOLLOW ALL OSHA REQUIREMENTS FOR CONSTRUCTION.

5. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON INFORMATION PROVIDED BY THE UTILITY OWNERS, AVAILABLE RECORDS, AND SURVEYED FIELD INFORMATION. THE INFORMATION MAY NOT REFLECT ACTUAL CONDITIONS, INCLUDE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, OR SHOW THE UTILITIES IN THE CORRECT HORIZONTAL OR VERTICAL LOCATIONS. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS NECESSARY TO ESTABLISH THEIR LOCATIONS AND AVOID DAMAGE. THE FOLLOWING UTILITY OWNERS SHOULD BE CONTACTED FOR INFORMATION CONCERNING TYPE AND LOCATION OF THEIR FACILITIES. THE LIST MAY NOT INCLUDE ALL UTILITIES IN THE AREA.
- AT&T TRANSMISSION
CENTURYLINK
CITY OF CRESTVIEW
COX COMMUNICATIONS
FLORIDA POWER AND LIGHT
OKALOOSA TRAFFIC ENGINEER
OKALOOSA INFO TECHNOLOGY
OKALOOSA GAS
AT&T DISTRIBUTION
UNITI FIBER

KEVIN TALECKI
BILL MCCLLOUD
MARC BONIFAY
TIMOTHY HUTZEBUELER
JEREMY COON
AL POUDRIER
JASON SNYDER
RYAN BURNS
TIM EDGAR
KYLE HILL

610-200-3365
850-599-1444
850-682-6132
850-314-8143
850-689-4629
850-651-7295
850-651-7570
850-280-4851
850-293-3780
850-544-1400
6. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION BY VERIFICATION OF VERTICAL AND HORIZONTAL (V_{VH}), I.E. SOFT DIG, POTHOLING.

7. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR DUE TO THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

8. EXCEPT FOR THAT PORTION OF WORK WHICH AUTHORIZATION HAS BEEN GRANTED BY THE PARCEL OWNER, THE CONTRACTOR SHALL TAKE WHATEVER PRECAUTIONS NECESSARY TO AVOID TRESPASSING AND DAMAGE OF PRIVATE PROPERTY.

9. THE CONTRACTOR SHALL REMOVE AND REPLACE, TO THEIR ORIGINAL NATURE, ALL DISTURBED MATERIALS OR OBJECTS WITHIN THE PATH OF THE ROADWAY AND DRAINAGE IMPROVEMENTS AS NECESSARY. ALL REPLACED MATERIALS SHALL BE EQUAL OR BETTER AND SHALL BE APPROVED BY THE ENGINEER. ALL ITEMS INCIDENTALLY DAMAGED THAT ARE NOT ALREADY SPECIFIED ON THE PLANS WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
10. ALL DISTURBED PAVED DRIVES SHALL BE CONNECTED TO THE EXISTING PAVEMENT IN A CONDITION EQUAL TO OR BETTER THAN ITS PREVIOUS CONDITION USING THE SAME MATERIALS THAT WERE REMOVED.

11. MATERIALS CONTAMINATED WITH DELETERIOUS SUBSTANCES DURING EXCAVATION SHALL NOT BE USED FOR FILL.

12. ALL EXISTING PIPES TO REMAIN AND PROPOSED PIPES SHALL BE CLEANED UPON COMPLETION OF PERMANENT EROSION CONTROL MEASURES.

13. NO BACK SLOPES SHALL TIE IN BEYOND THE EXTENT OF THE RIGHT OF WAY BOUNDARY. CONTRACTOR TO ADJUST BACK SLOPE AS NECESSARY TO AVOID IMPACTS TO PROPERTY OUTSIDE THE RIGHT OF WAY.

SURVEYING AND TESTING NOTES:

1. THE AS-BUILT DRAWINGS MUST REFLECT THE HORIZONTAL AND VERTICAL CONFIGURATION OF THE INSTALLED FACILITIES, WITHOUT EXCEPTION. ALL EXISTING FACILITIES THAT ARE PLACED OUT OF SERVICE SHALL BE INDICATED AS SUCH ON THE AS-BUILT SURVEY.

2. THE ENTIRE ROUTE SHALL BE LAID OUT BY A PROFESSIONAL SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THE AS-BUILTS FOR THIS PROJECT SHALL ALSO BE CERTIFIED BY A PLS AND SHALL BE SIGNED AND SEALED. THE AS-BUILTS SHALL INCLUDE THE LOCATION OF ALL VALVES, FITTINGS, PIPES AND SHALL MEET THE CITY'S AS-BUILT REQUIREMENTS. AS-BUILTS SHALL ALSO BE PROVIDED IN DIGITAL FORM (.DWG) AND SHALL BE IN STATE PLANE COORDINATES.

3. TESTING AND ACCEPTANCE OF ITEMS RELATED TO EARTHWORK, ASPHALT, AND CONCRETE SHALL BE IN ACCORDANCE WITH LOCAL AGENCY SPECIFICATIONS "LAP BIG THREE."

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN THAT DESCRIBES THE MEASURES TO BE EMPLOYED DURING CONSTRUCTION TO WARN MOTORISTS AND PEDESTRIANS OF HAZARDS, TO ADVISE MOTORISTS OF THE PROPER TRAVEL PATH THROUGH OR AROUND THE WORK AREA, TO DELINEATE AREAS WHERE TRAFFIC SHOULD NOT OPERATE, AND TO SEPARATE AND PROTECT MOTORISTS, PEDESTRIANS, AND THE WORK FORCE DURING ALL PHASES OF THE WORK. THE PLAN SHALL ALSO CONSIDER ACCESS TO BUSINESSES WITHIN THE CONSTRUCTION AREA AND PROVIDE BUSINESS ENTRANCE SIGNS TO ROUTE MOTORISTS TO DESIGNATED PARKING AREAS. THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE TRAFFIC CONTROL PLAN THE CITY OF CRESTVIEW PRIOR TO BEGINNING CONSTRUCTION.

2. CONTRACTOR SHALL FOLLOW ALL FDOT AND CITY OF CRESTVIEW SAFETY REQUIREMENTS FOR WORK WITHIN THE R/W.

3. ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND/OR THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS.

4. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE THE START OF CONSTRUCTION ON AFFECTED ROADWAYS.

5. NO ROADWAYS SHALL BE CLOSED WITHOUT PRIOR APPROVAL OF THE CITY OF CRESTVIEW PUBLIC WORKS SUPERVISOR.

6. ACCESS TO BUSINESS AND RESIDENTIAL DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.

7. ALL DISTURBED DRIVEWAYS SHALL BE COMPACTED AND MAINTAINED DURING CONSTRUCTION TO ALLOW ACCESS TO BUSINESSES AND RESIDENCES AT ALL TIMES. ALL TEMPORARY STABILIZATION SHALL BE SMOOTH AND LEVEL.

8. ALL LANE CLOSURES ARE TO BE CONDUCTED STRICTLY BETWEEN THE HOURS OF 8:00 PM AND 6:00 AM. CONTRACTOR TO USE FDOT INDEX NUMBER 102-606 FOR PHASE 1A AREA.

TREE PROTECTION NOTES:

1. BARRICADE FENCING SHALL BE INSTALLED AT OR NEAR THE CRITICAL PROTECTION ZONE OF EACH TREE TO BE PROTECTED PRIOR TO INITIATION OF ANY CONSTRUCTION ACTIVITY, AND THE FENCING SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.

2. ALL ROOTS 3/4" IN DIAMETER AND LARGER OF TREES TO BE PROTECTED OR PRESERVED THAT ARE EXPOSED DURING TRENCHING AND EXCAVATION SHALL BE CLEANLY CUT WITH A HANDSAW AND COVERED IMMEDIATELY WITH SOIL OR KEPT MOISTENED WITH WET BURLAP OR PEAT MOSS UNTIL THE TRENCH CAN BE FILLED. WHEN IT IS NOT POSSIBLE TO BACKFILL IN THE SAME DAY, THE ROOTS SHALL BE FRESHLY CUT WITH A HANDSAW A REASONABLE DISTANCE FROM THE ORIGINAL CUT AND BACKFILLED IMMEDIATELY TO AVOID SOIL OR ROOT DEHYDRATION.

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FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

GENERAL NOTES

1"

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.

JOB NO. 22-009

DRAWN BY NCS

CHECKED BY JSF

DATE 11/04/24

SHEET 8

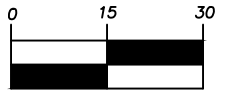
EAST REDSTONE
MEDICAL PLAZA

NORTH OKALOOSA
PHYSICIAN GROUP

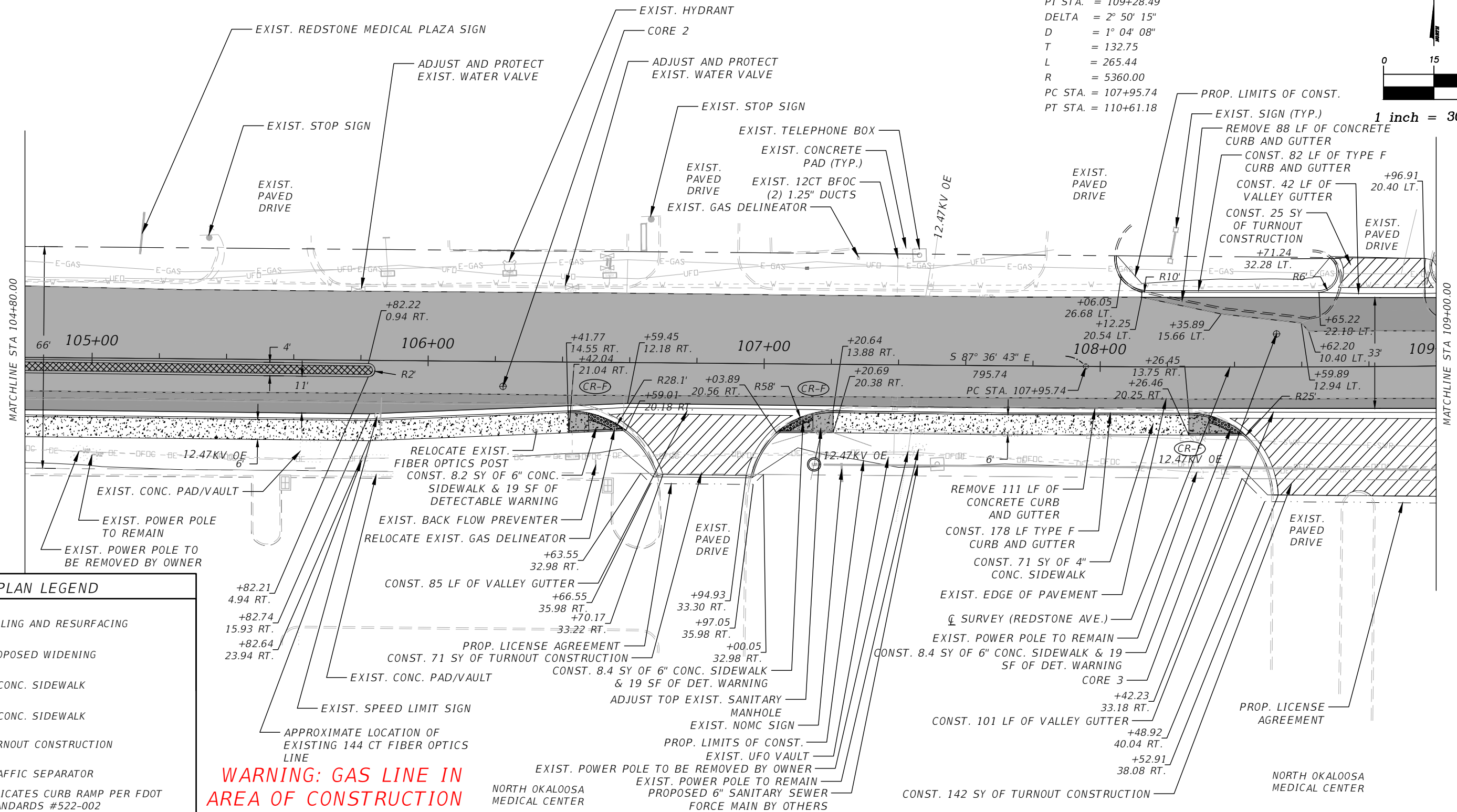
THE PAIN
MANAGEMENT
GROUP

CURVE DATA REDSTONE AVE.

PI STA. = 109+28.49
DELTA = 2° 50' 15"
D = 1° 04' 08"
T = 132.75
L = 265.44
R = 5360.00
PC STA. = 107+95.74
PT STA. = 110+61.18



1 inch = 30 ft.



PLAN LEGEND

- MILLING AND RESURFACING
- PROPOSED WIDENING
- 4\"/>

**WARNING: GAS LINE IN
AREA OF CONSTRUCTION**

NORTH OKALOOSA
MEDICAL CENTER

NORTH OKALOOSA
MEDICAL CENTER

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

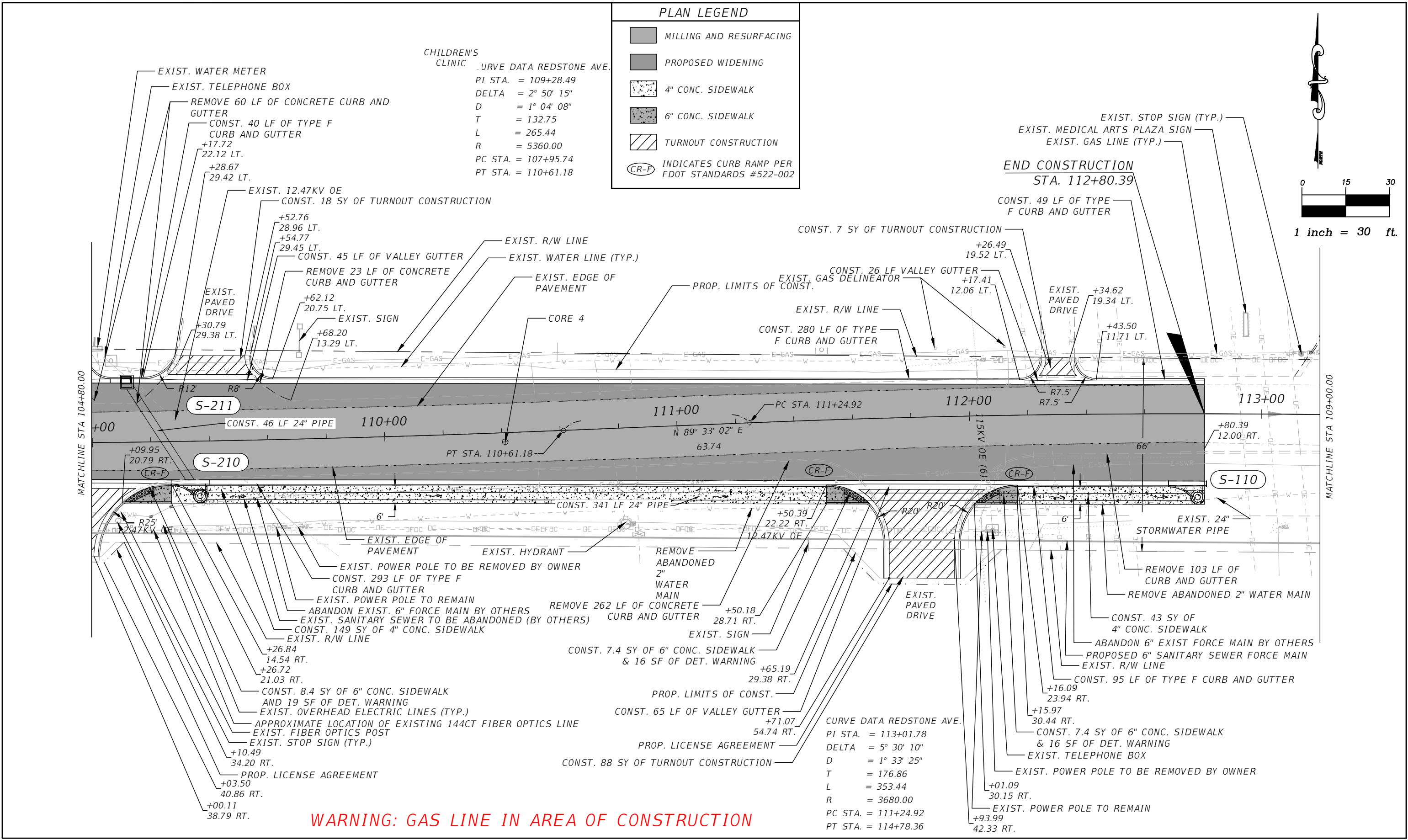
SHEET TITLE:

ROADWAY PLANS

IF THIS LINE DOES NOT MEASURE ONE INCH
IN LENGTH, THE SCALES ON THIS DRAWING
ARE NOT VALID.

JOB NO. 22-009
DRAWN BY NMM
CHECKED BY JSF
DATE 11/04/24
SHEET 10

C:\Users\HeldMorgan\Alday-Howell Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\PLAN001.dwg, PLAN 3, Nick Morgan, Nov 13, 2025 - 2:42:37pm



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REVISIONS	
DESCRIPTION	INITIALS DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

ROADWAY PLANS

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JOB NO. **22-009**
DRAWN BY **NMM**
CHECKED BY **JSF**
DATE **11/04/24**
SHEET 11

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BEGIN CONSTRUCTION
STA. 101+50.15

101+00

102+00

0 5 10
1 inch = 10 ft.

MATCHLINE STA 104+80.00

PLAN LEGEND

- MILLING AND RESURFACING
- PROPOSED WIDENING
- 4" CONC. SIDEWALK
- 6" CONC. SIDEWALK
- TRAFFIC SEPARATOR

PROP. MODIFIED CLOSED FLUME INLET
PER FDOT INDEX #425-061
TOP EL = 222.00
FL. = 219.51 SW (14" X 22" ERCP)

EXIST. FIBER OPTIC
CABINET TO REMAIN

PROP. LICENSE AGREEMENT

EXIST. POWER POLE TO BE REMOVED BY
OWNER

EXIST. POWER POLE TO REMAIN

SAWCUT & REMOVE 4.6
SY OF CONC. FLUME

EXIST. R/W LINE

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

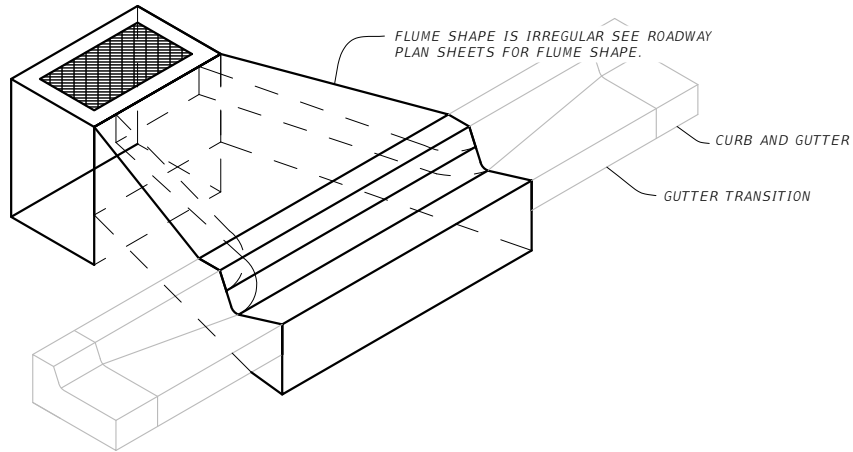
SHEET TITLE:

MISC. DRAINAGE
DETAILS

1"
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JOB NO. 22-009
DRAWN BY NMM
CHECKED BY JSF
DATE 11/04/24
SHEET 12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

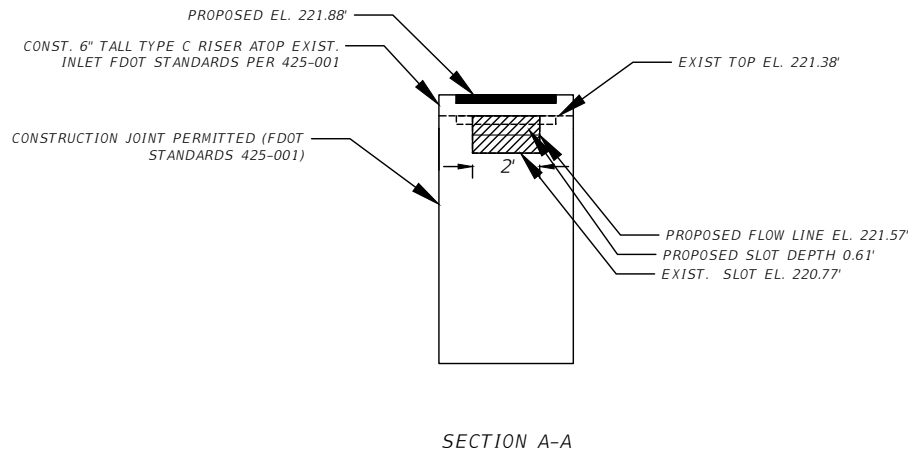


TYPE II CLOSED FLUME INLET WITHOUT SIDEWALK
Single Barrel Flume Shown

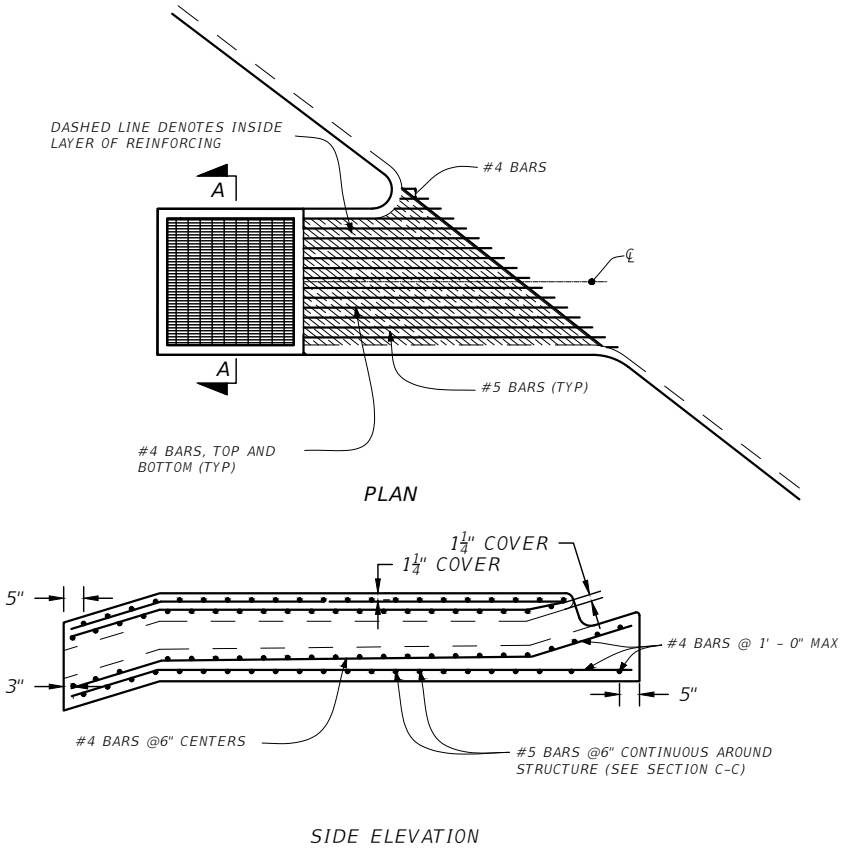
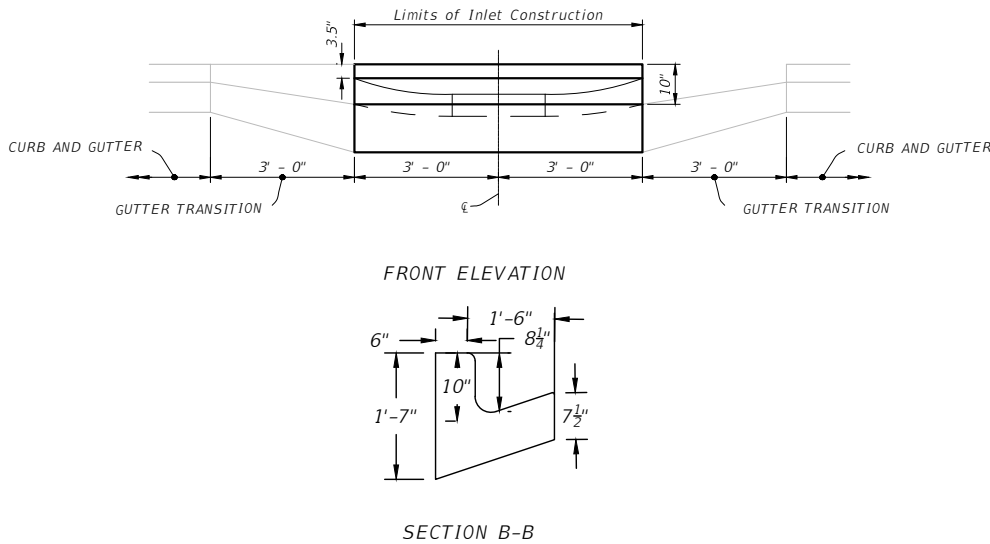
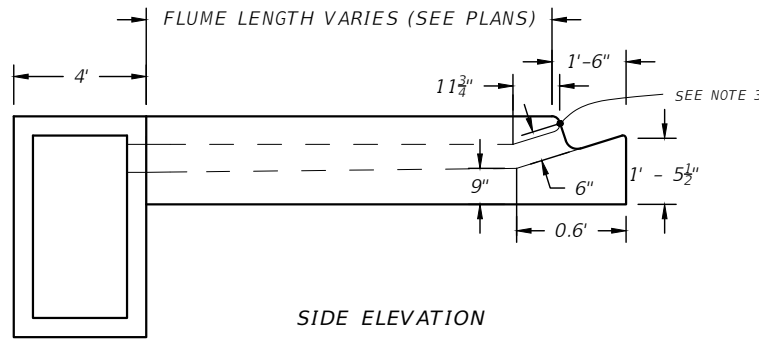
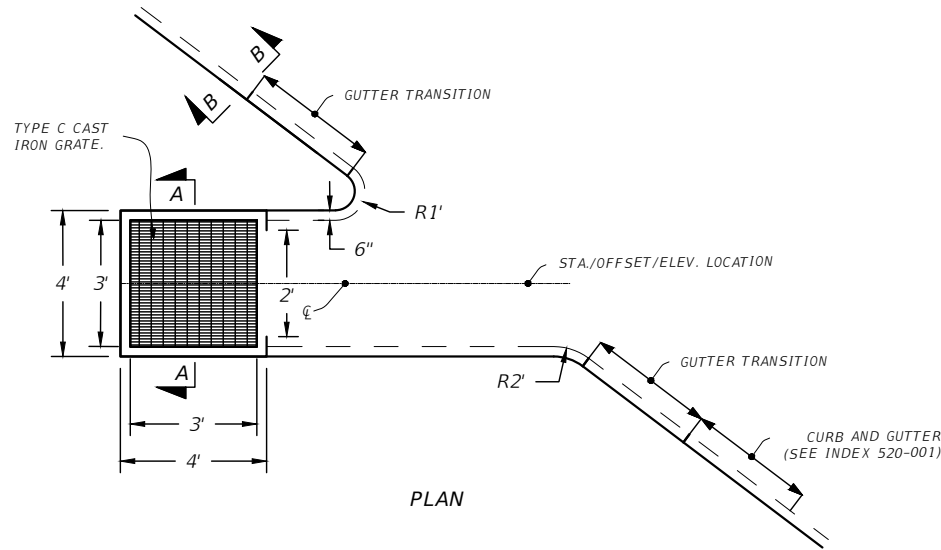
GENERAL NOTES:

1. THE FINISHED GRADE AND SLOPE OF THE INLET TOP ARE TO CONFORM WITH THE FINISHED CROSS SLOPE AND GRADE OF THE PROPOSED SIDEWALK AND/OR BORDER.
2. WHEN INLETS ARE TO BE CONSTRUCTED ON A CURVE, REFER TO THE PLANS TO DETERMINE THE RADIUS. BEND STEEL WHEN NECESSARY.
3. INLETS CAN BE EITHER CAST-IN-PLACE OR PRECAST CONCRETE. CHAMFER ALL EXPOSED EDGES $\frac{3}{4}$ ".
4. ALL REINFORCEMENT IS ASTM A615/615M GRADE 60 STEEL, EITHER SMOOTH OR DEFORMED WITH A 2" MINIMUM COVER, UNLESS OTHERWISE SHOWN. EQUIVALENT AREA GRADE 40 STEEL OR 65 KSI WELDED WIRE FABRIC MAY BE SUBSTITUTED.

GENERAL NOTES AND CONTENTS
NTS



TYPE-I DIMENSIONAL DETAILS
NTS



REINFORCING DETAILS
NTS

REVISIONS			
DESCRIPTION	INITIALS	DATE	

CLIENT:

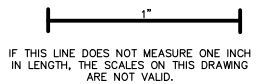
CITY OF CRESTVIEW

PROJECT:

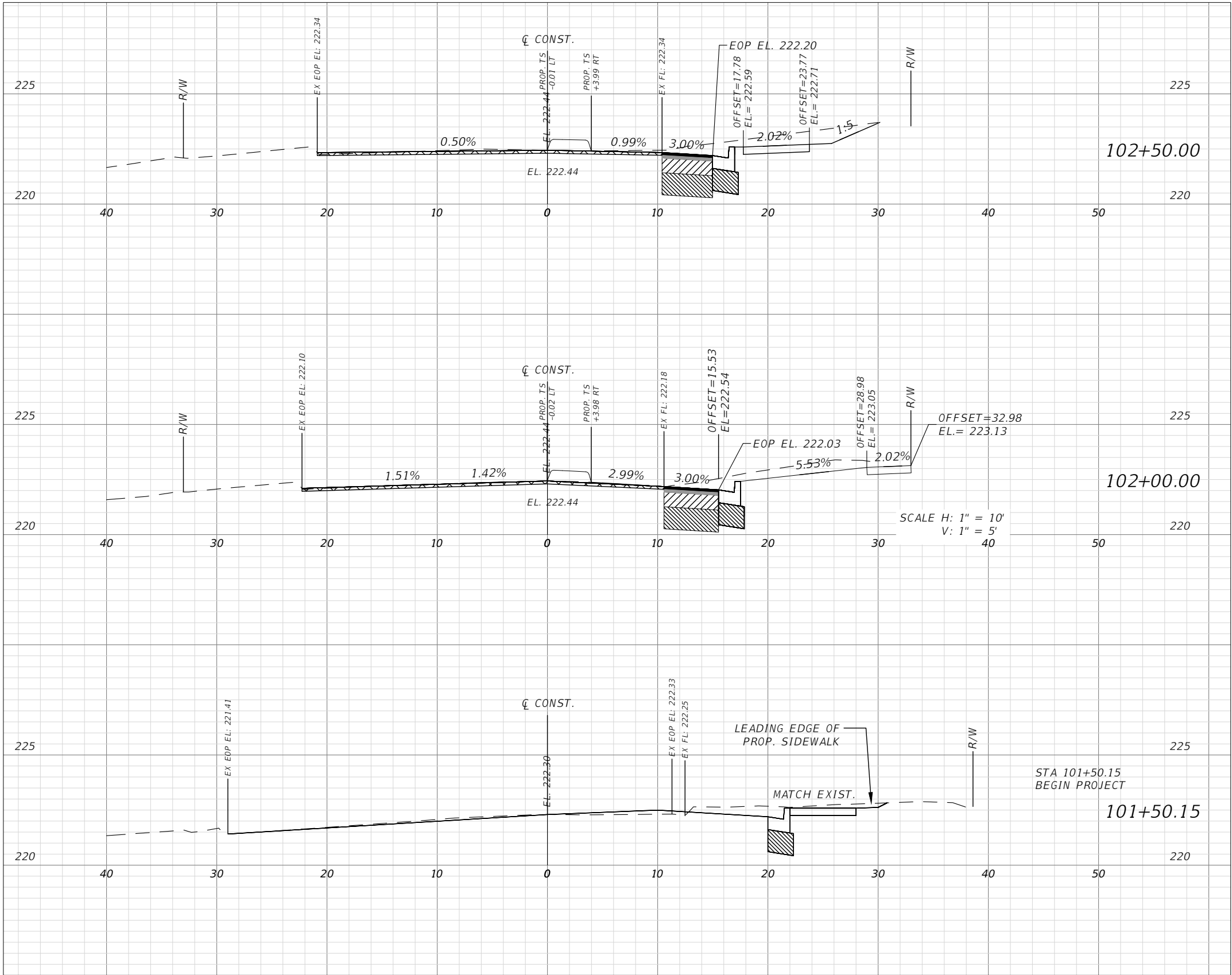
E REDSTONE AVE

SHEET TITLE:

MISC. DRAINAGE
DETAILS



JOB NO. 22-009
DRAWN BY NMM
CHECKED BY JSF
DATE 11/04/24
SHEET 13



PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

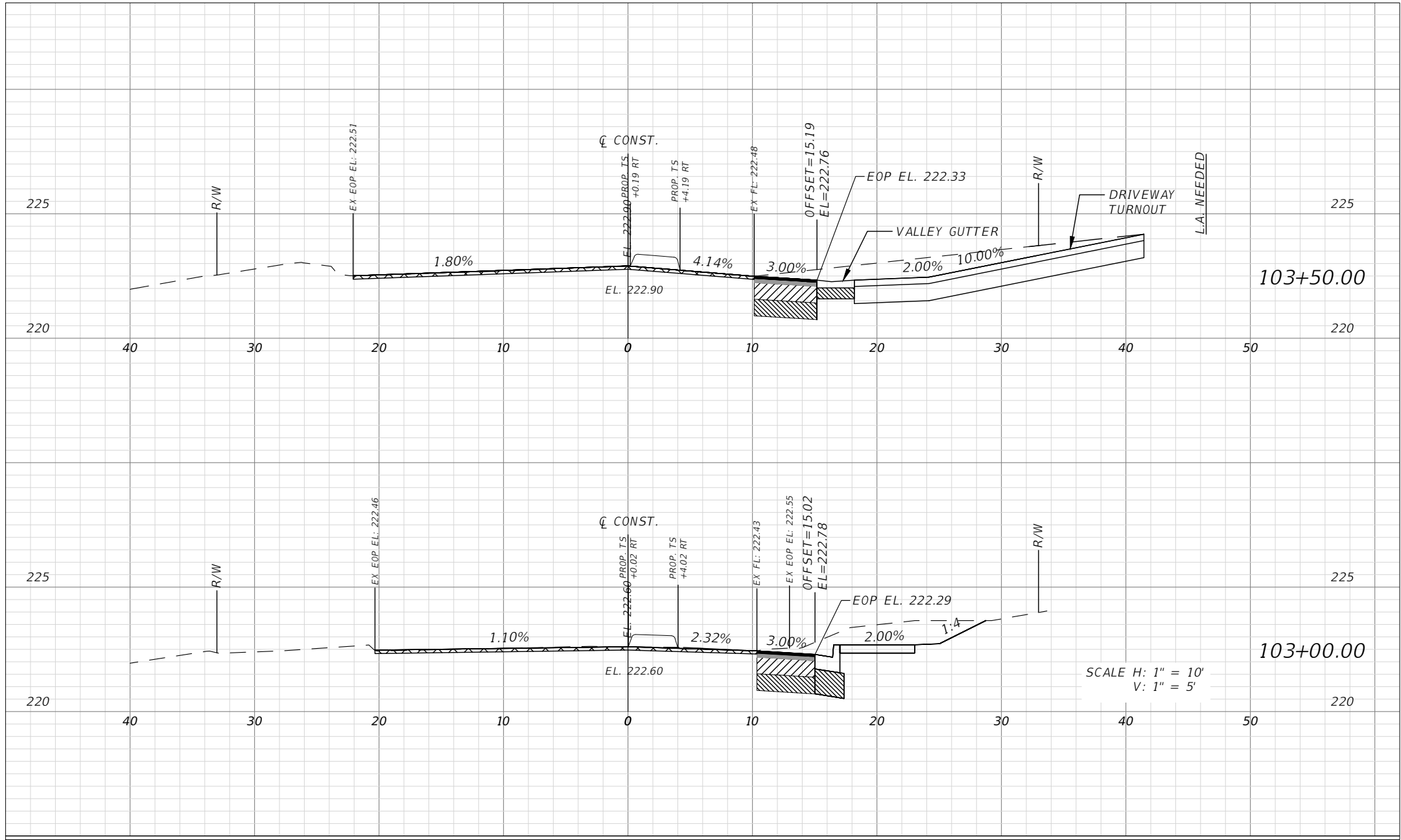
SHEET TITLE:

CROSS SECTIONS

1" = 10'
IF THIS LINE DOES NOT MEASURE ONE INCH
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DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 14

C:\Users\kiddmorgan\Alday-Howell Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\RD\SRD06.dwg, XSI (2), Nick Morgan, Nov 13, 2025 - 2:43:20pm



PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

CROSS SECTIONS

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JOB NO. 22-009

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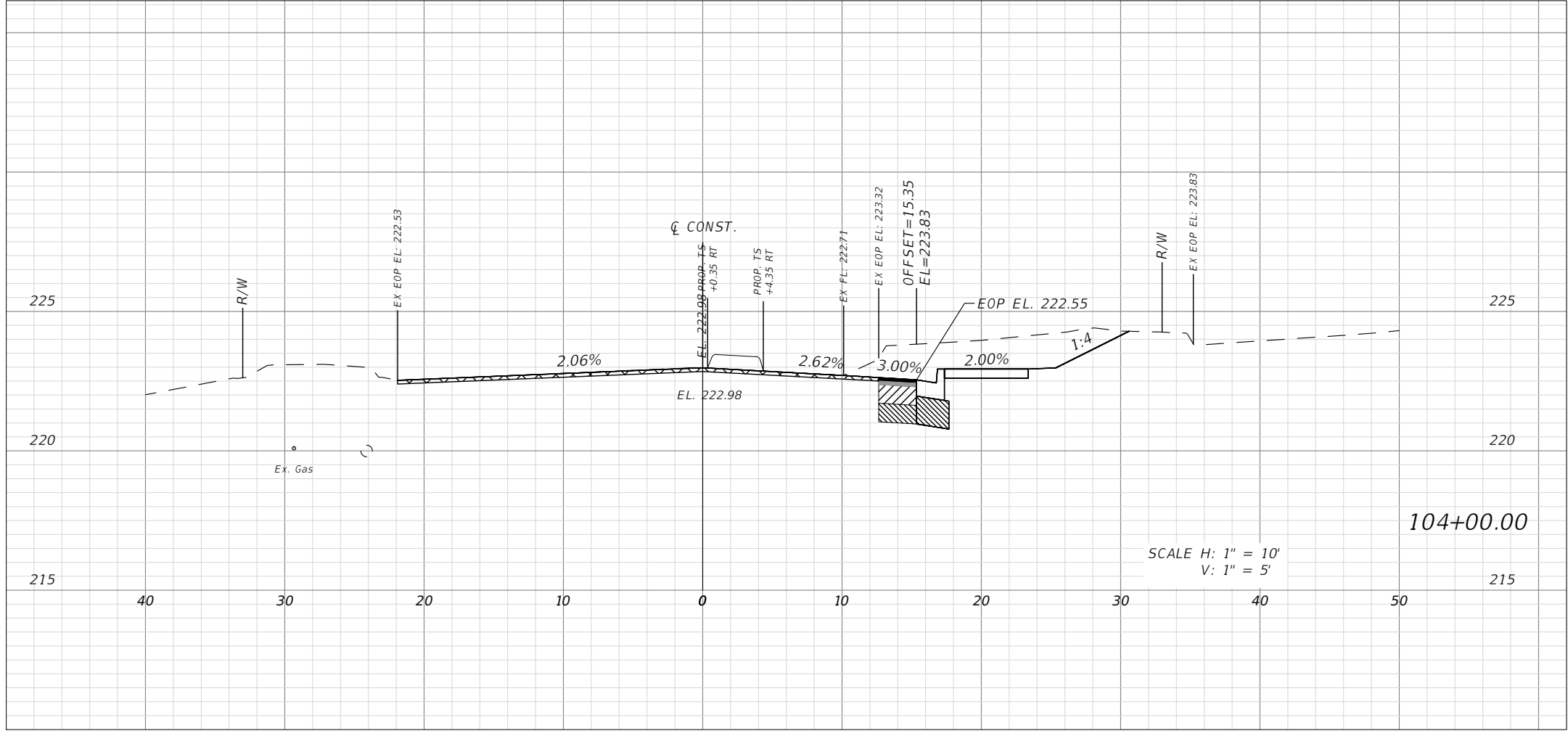
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SHEET 15

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PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

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PROJECT:

E REDSTONE AVE

SHEET TITLE:

CROSS SECTIONS

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JOB NO. 22-009

DRAWN BY NCS

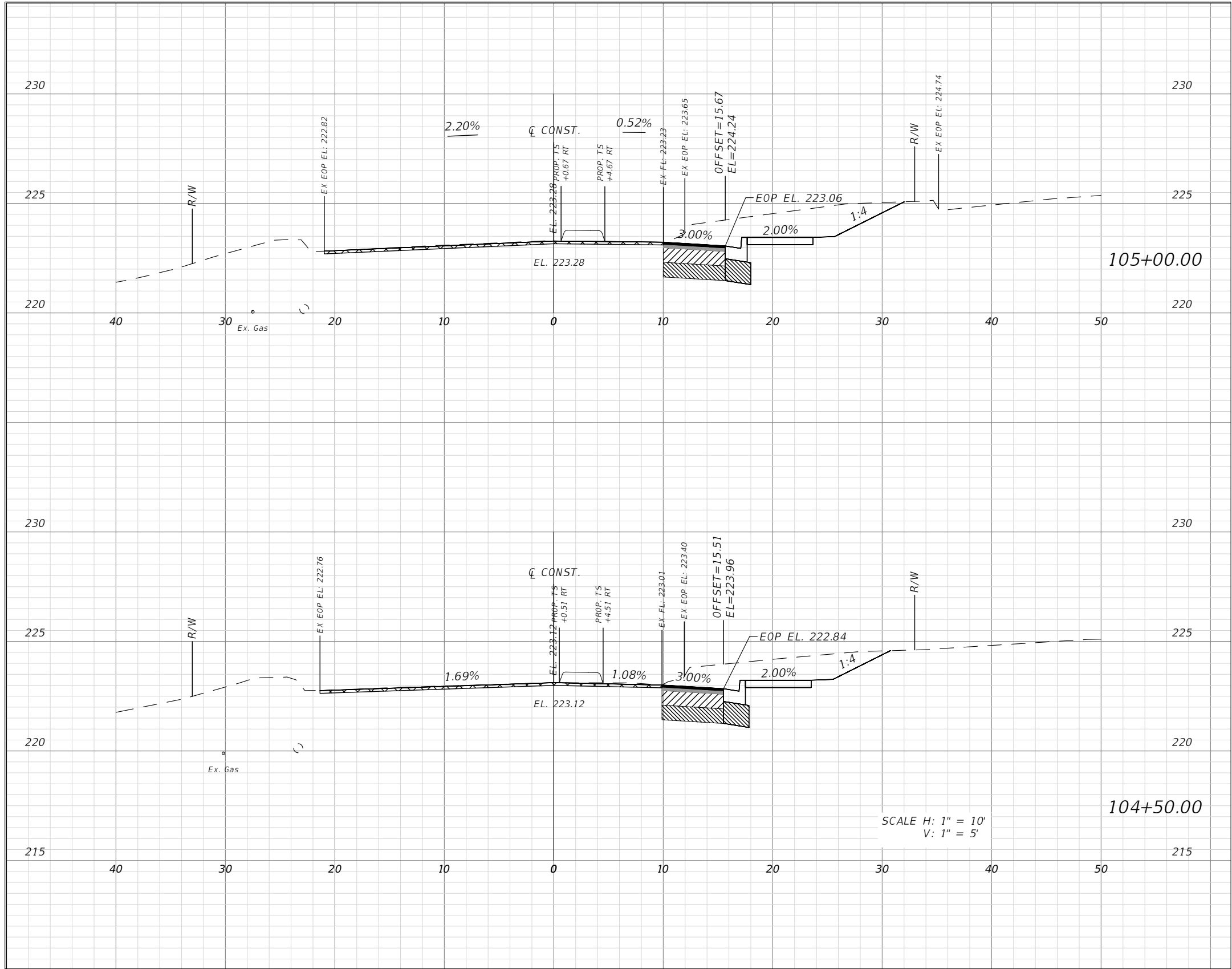
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SHEET 16

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PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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REVISIONS		
DESCRIPTION	INITIALS	DATE

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E REDSTONE AVE

SHEET TITLE:

CROSS SECTIONS

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JOB NO. 22-009

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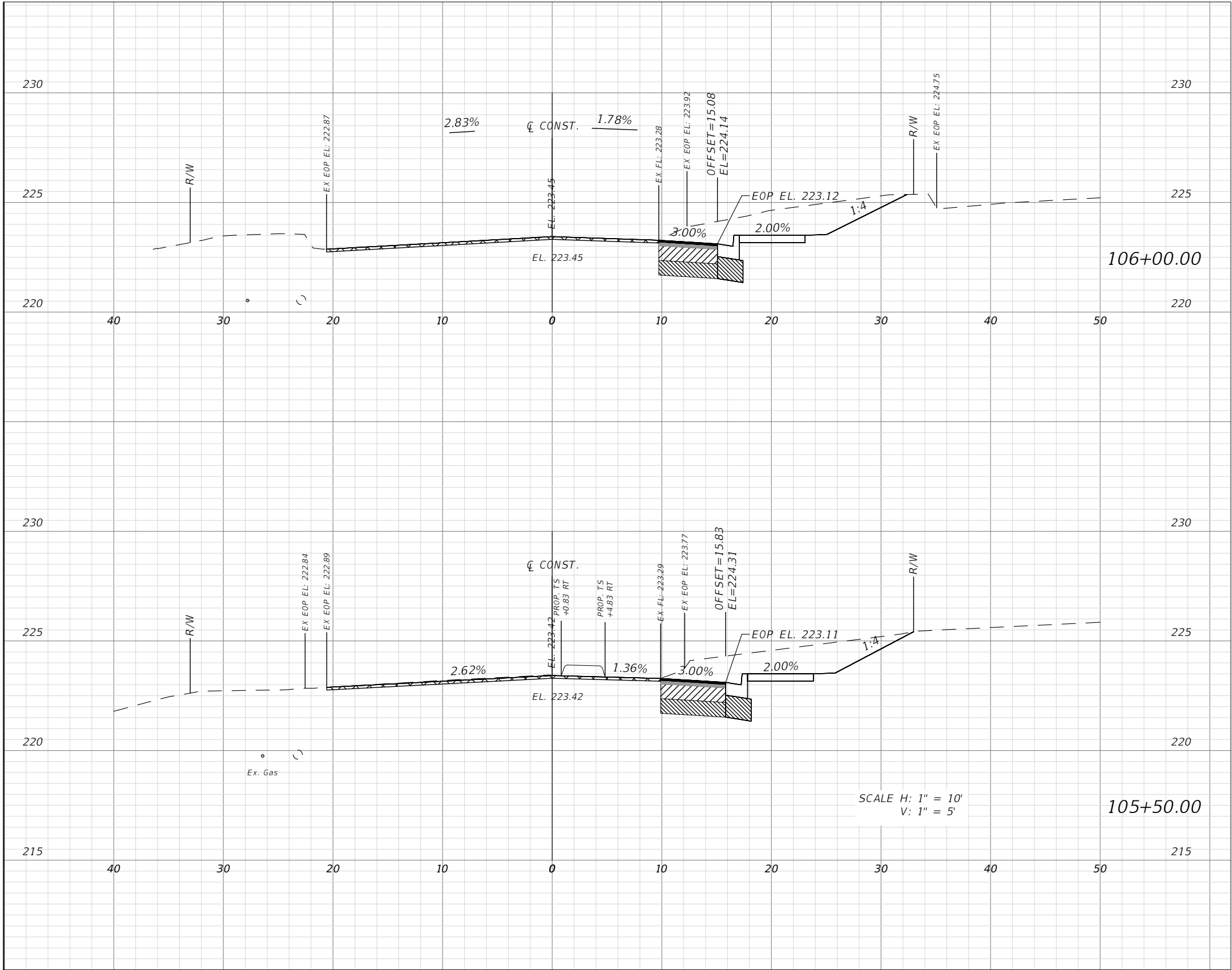
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SHEET 17

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PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

CROSS SECTIONS

1"

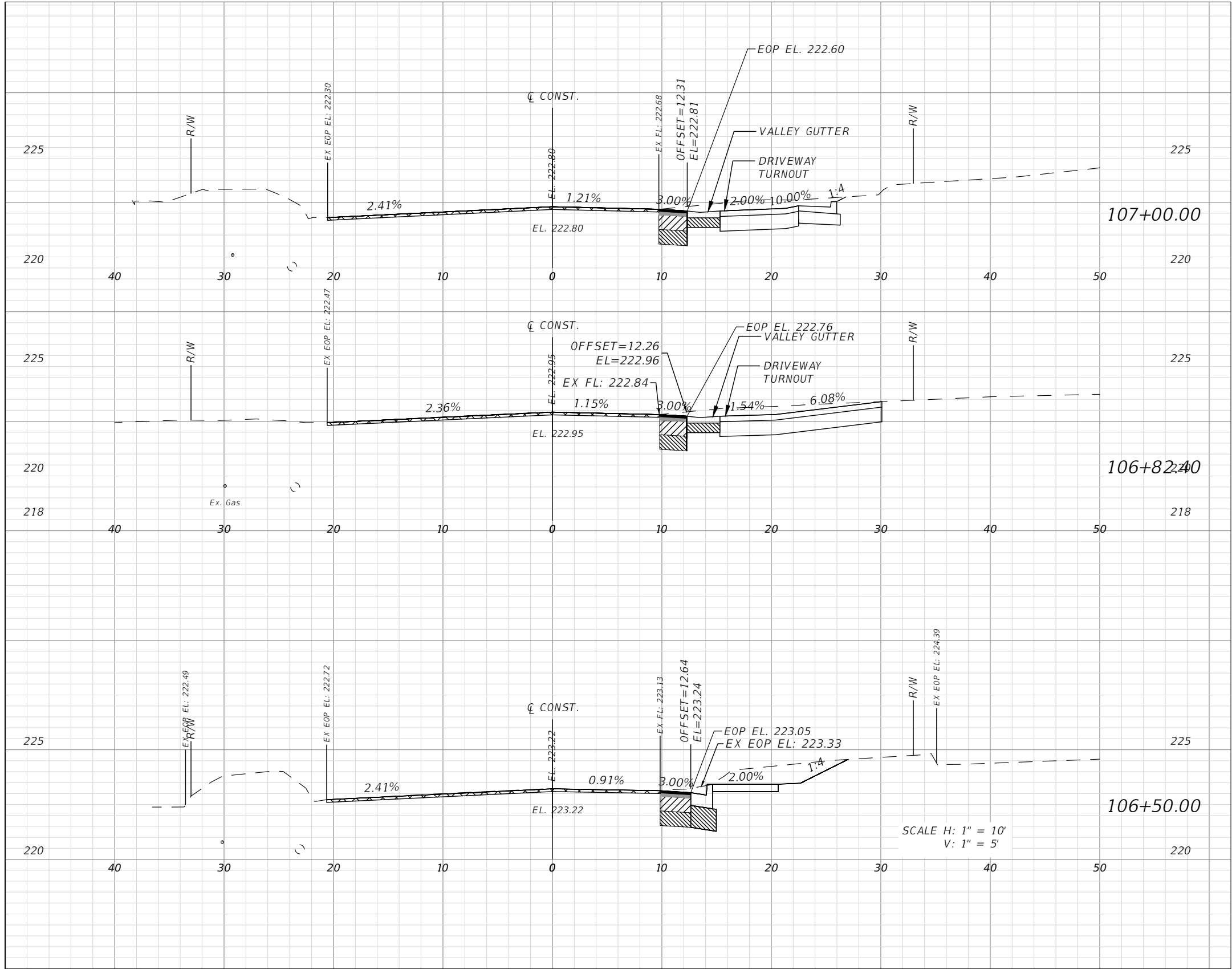
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CHECKED BY JSF
DATE 11/04/24
SHEET 18

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Page 315 of 480

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PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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SHEET TITLE:

CROSS SECTIONS

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JOB NO. 22-009

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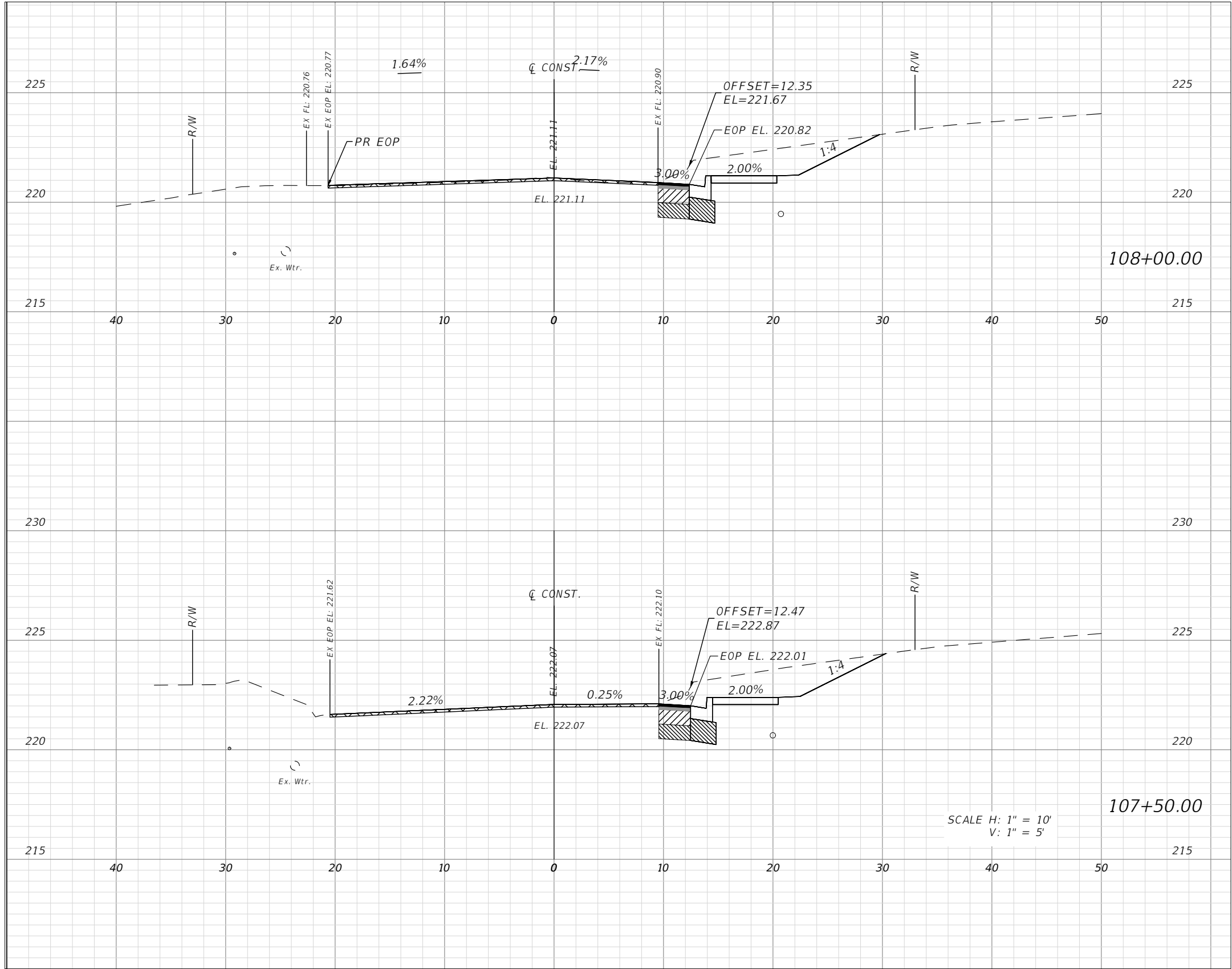
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DATE 11/04/24

SHEET 19

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SCALE H: 1" = 10'
V: 1" = 5'

PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

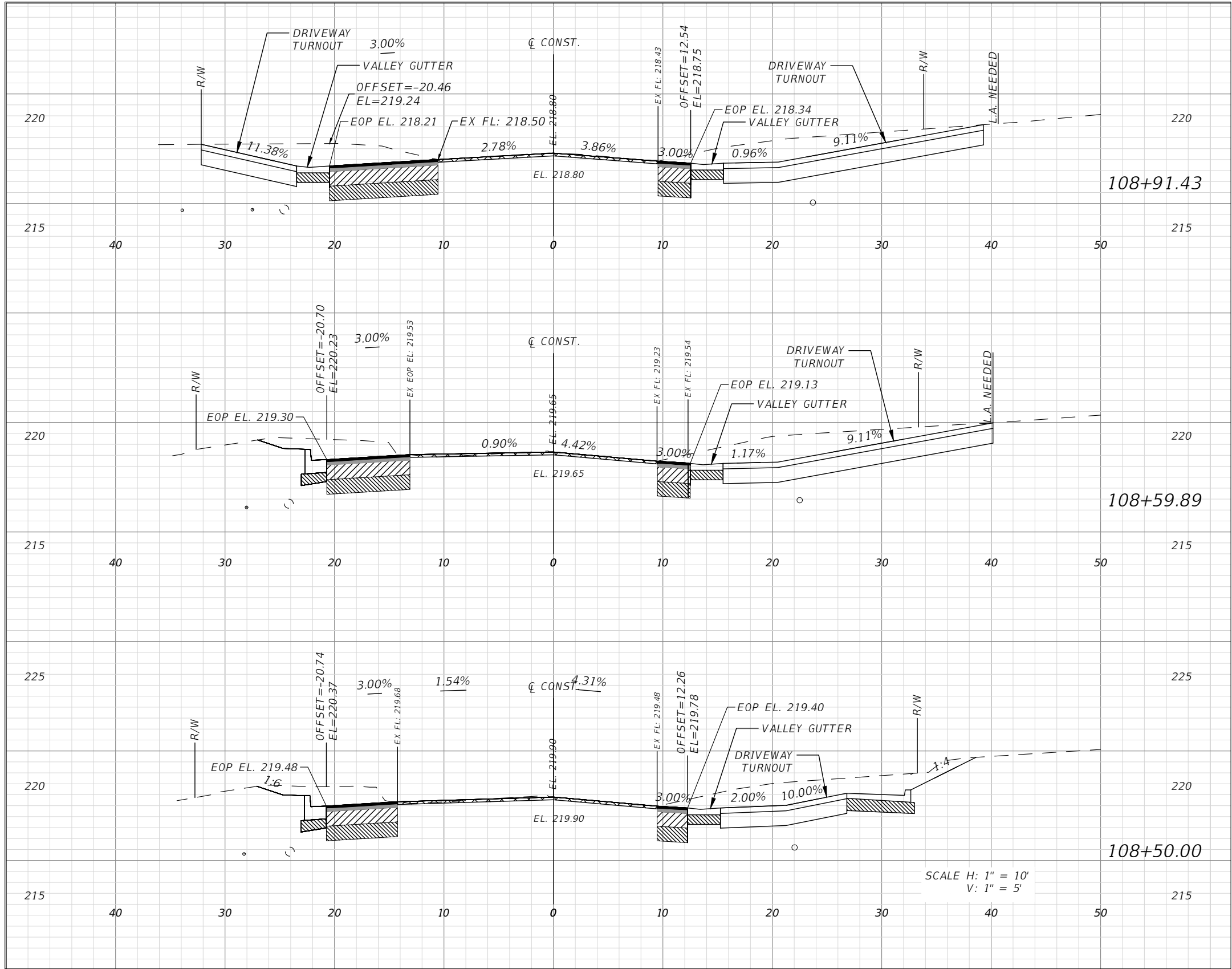
CROSS SECTIONS

1"
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JOB NO. 22-009
DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 20

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PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION



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DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

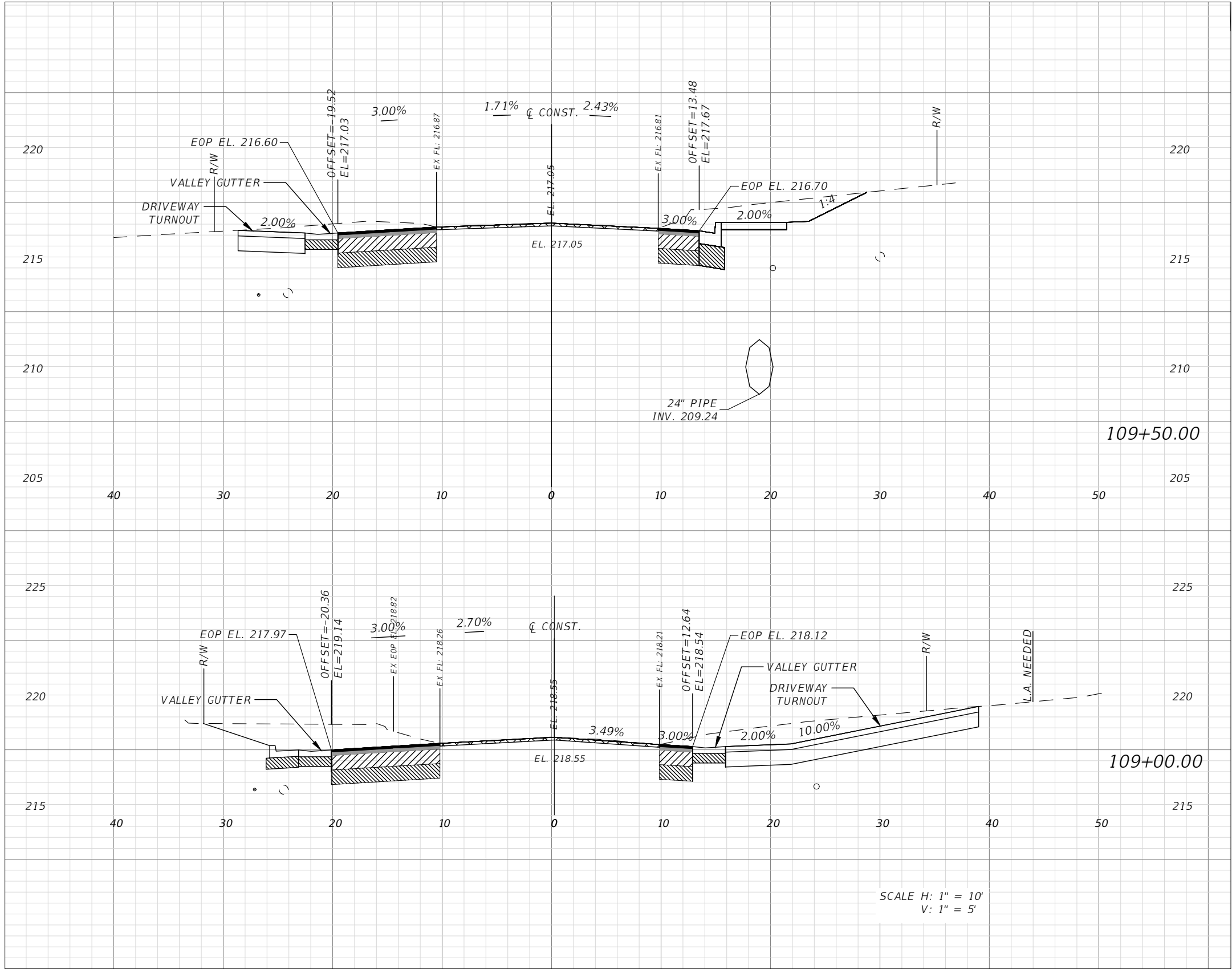
CROSS SECTIONS

1"
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JOB NO. 22-009
DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 21

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PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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REVISIONS		
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CLIENT:

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PROJECT:

E REDSTONE AVE

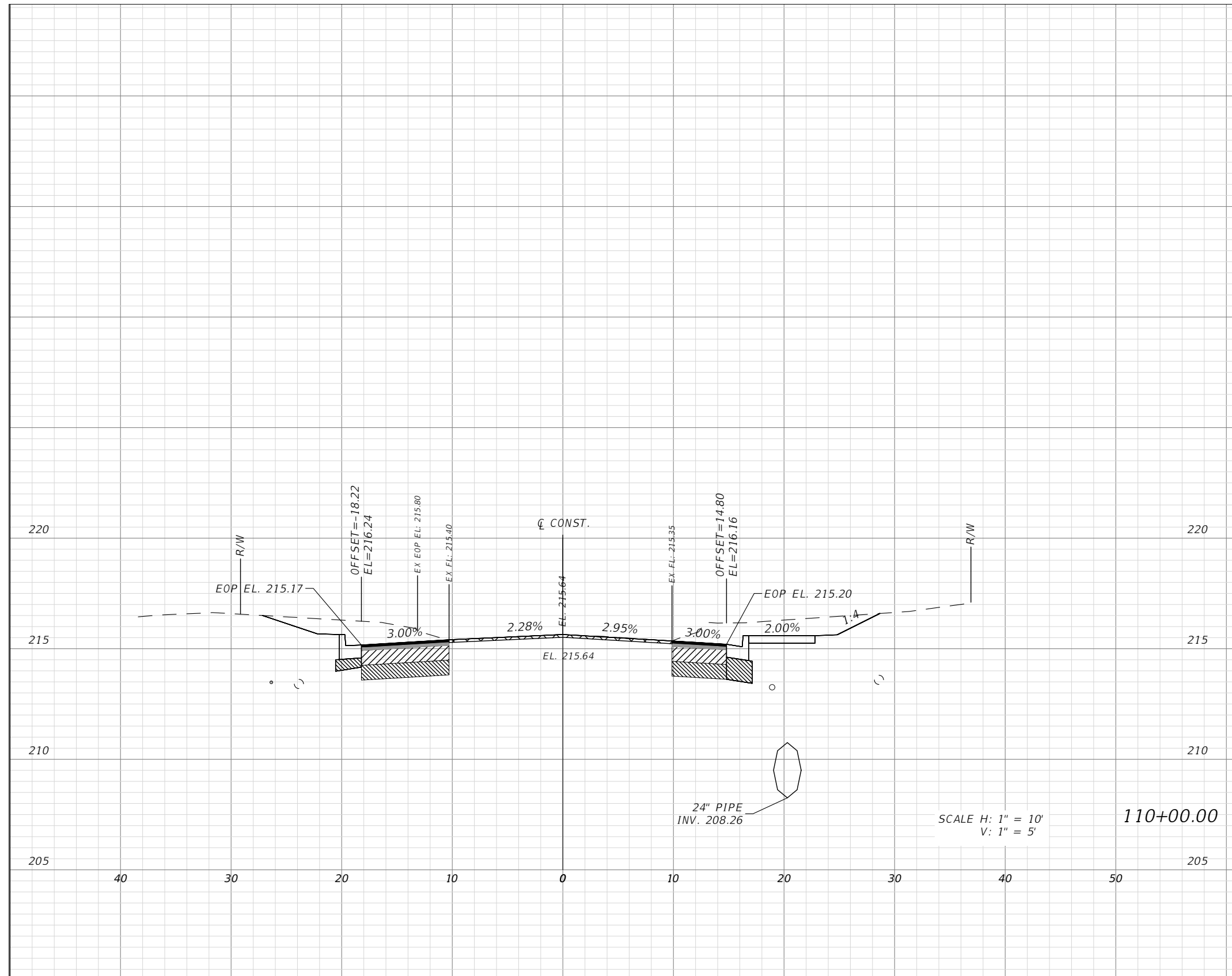
SHEET TITLE:

CROSS SECTIONS

1"
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ARE NOT VALID.

JOB NO. 22-009
DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 22

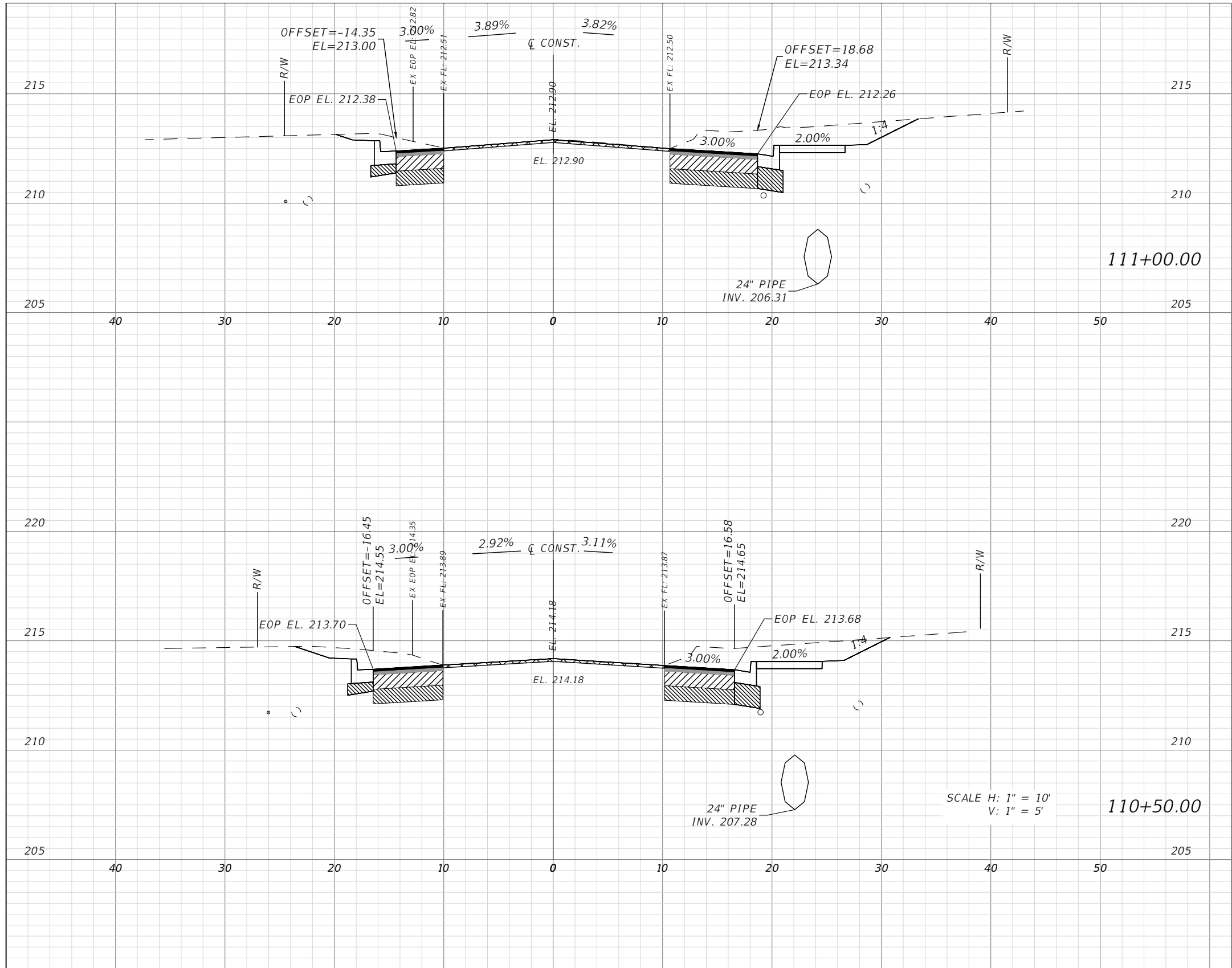
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PLAN LEGEND	
	<i>PROPOSED MILLING AND RESURFACING</i>
	<i>PROPOSED FRICTION COURSE</i>
	<i>PROPOSED STRUCTURAL COURSE</i>
	<i>PROPOSED OBG-6</i>
	<i>PROPOSED TYPE B STABILIZATION</i>

JOB NO. 22-009
DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 23

C:\Users\NickMorgan\Alday-Howell Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\RD\SRD06.dwg, XSI (11), NickMorgan, Nov 13, 2025 - 2:43:39pm



PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION



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REVISIONS		
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CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

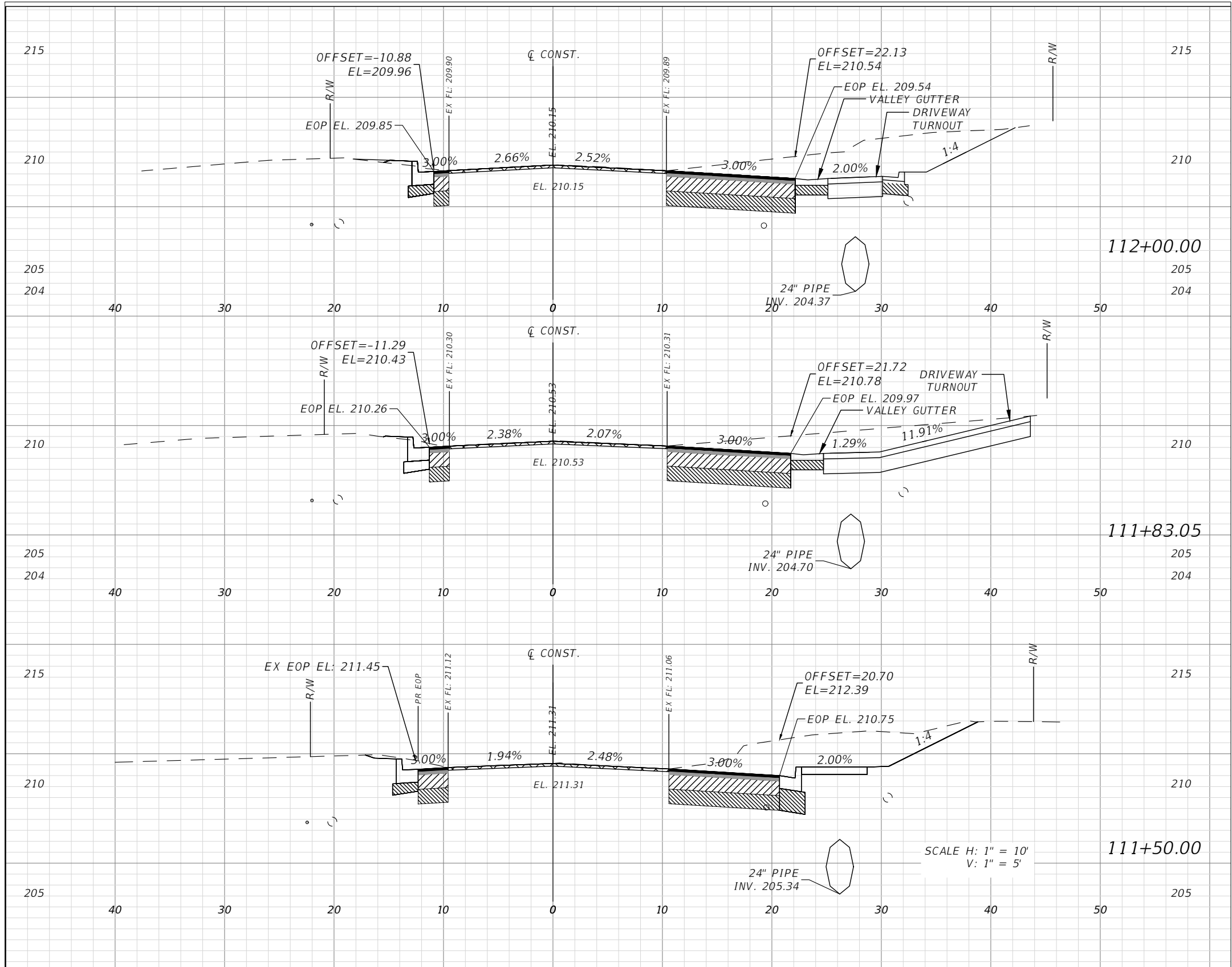
CROSS SECTIONS

1" = 10'
1" = 5'
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JOB NO. 22-009
DRAWN BY NCS
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DATE 11/04/24
SHEET 24

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C:\Users\KiddMorgan\Alday-Howell Engineering\22-009 Redstone Ave - Crestview - General Drawings\Roadway\RD\SRD06.dwg, XSI (12), NickMorgan, Nov 13, 2025 - 2:43:41pm



PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

ALDAY-HOWELL

ENGINEERING, INC.

4100 S. FERDON BLVD. STE B2

CRESTVIEW, FL 32636

PHONE (850) 634-6084 * FAX (850) 526-4740

E-MAIL : info@aldayhowell.com

FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

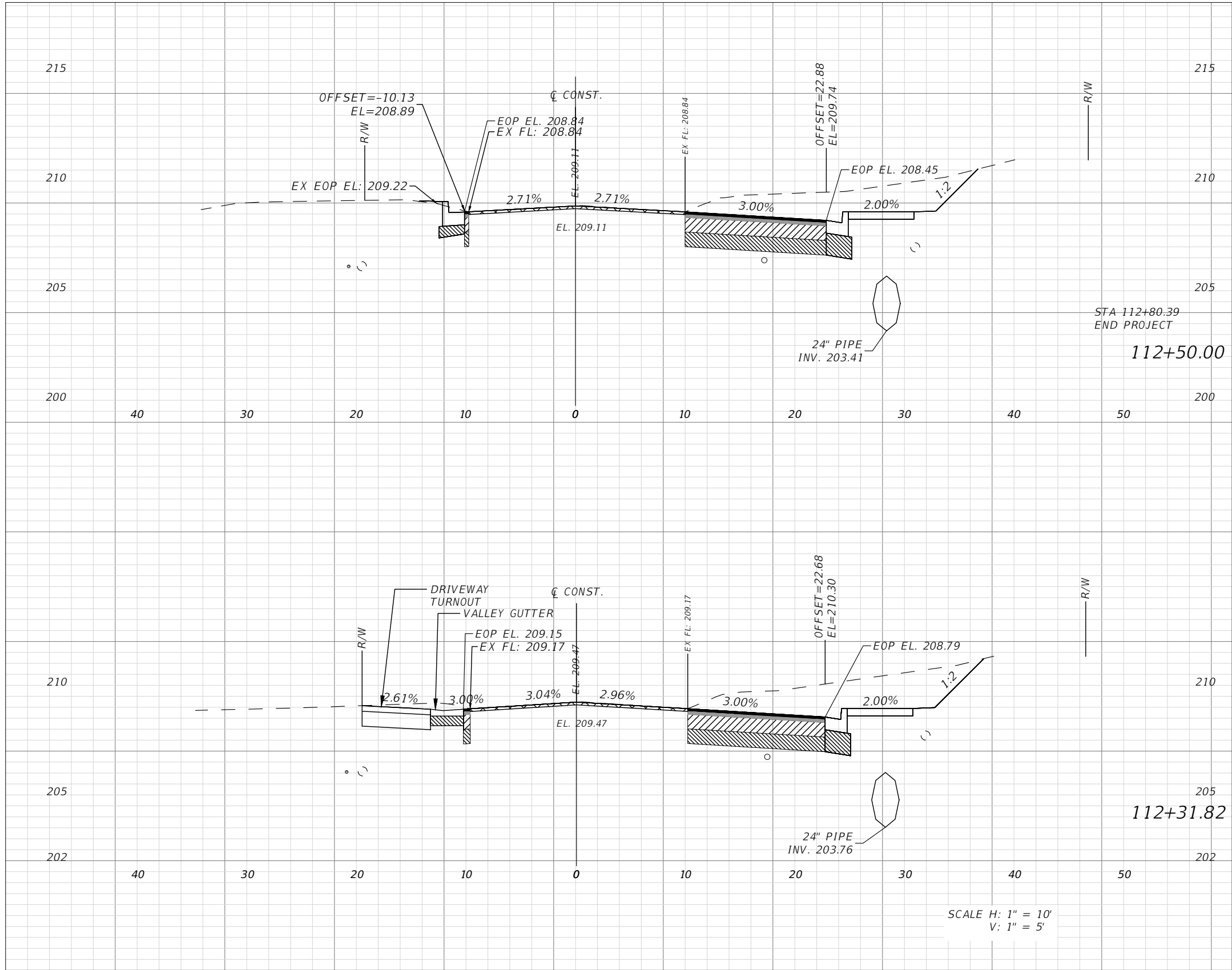
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SHEET 25

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PLAN LEGEND	
	PROPOSED MILLING AND RESURFACING
	PROPOSED FRICTION COURSE
	PROPOSED STRUCTURAL COURSE
	PROPOSED OBG-6
	PROPOSED TYPE B STABILIZATION

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PROJECT:

E REDSTONE AVE

SHEET TITLE:

CROSS SECTIONS

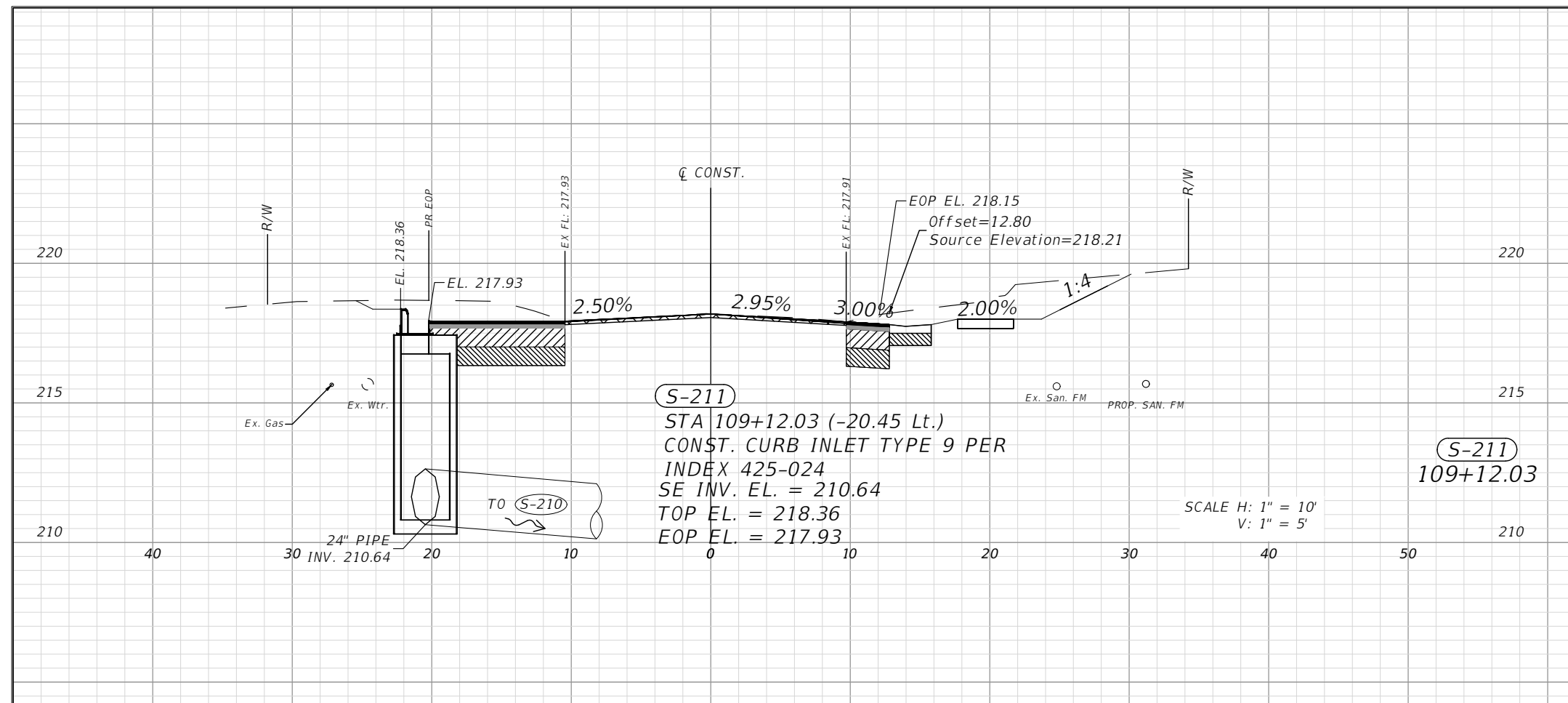
1"

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DATE 11/04/24
SHEET 26

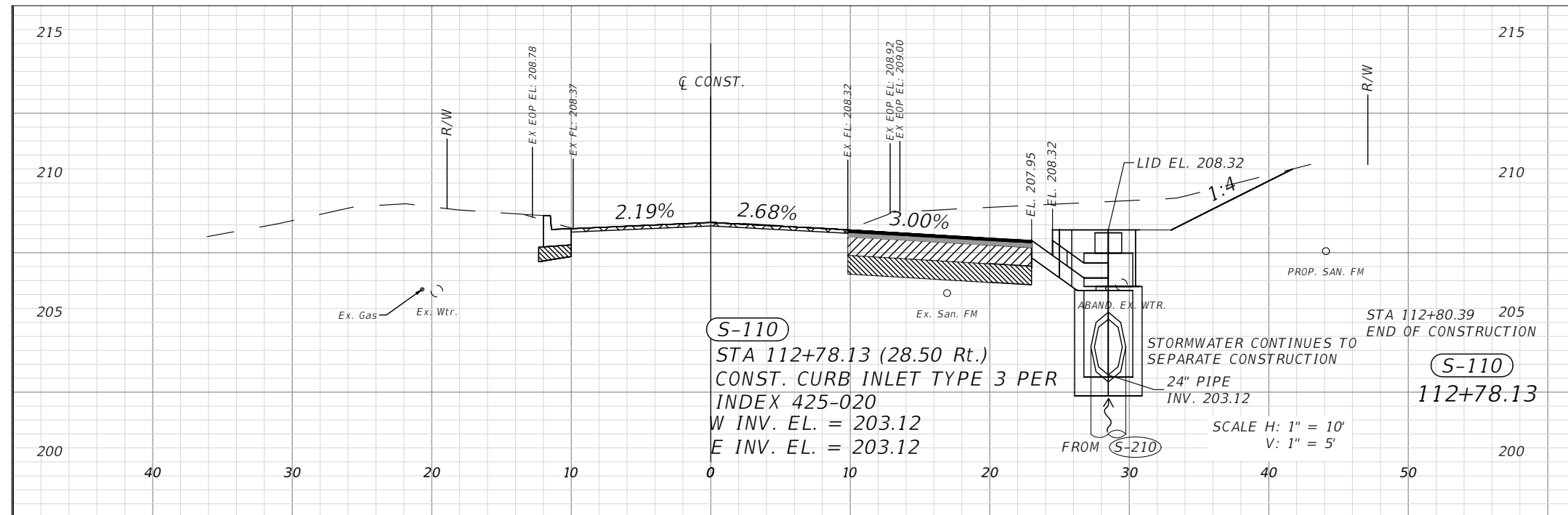
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Page 323 of 480



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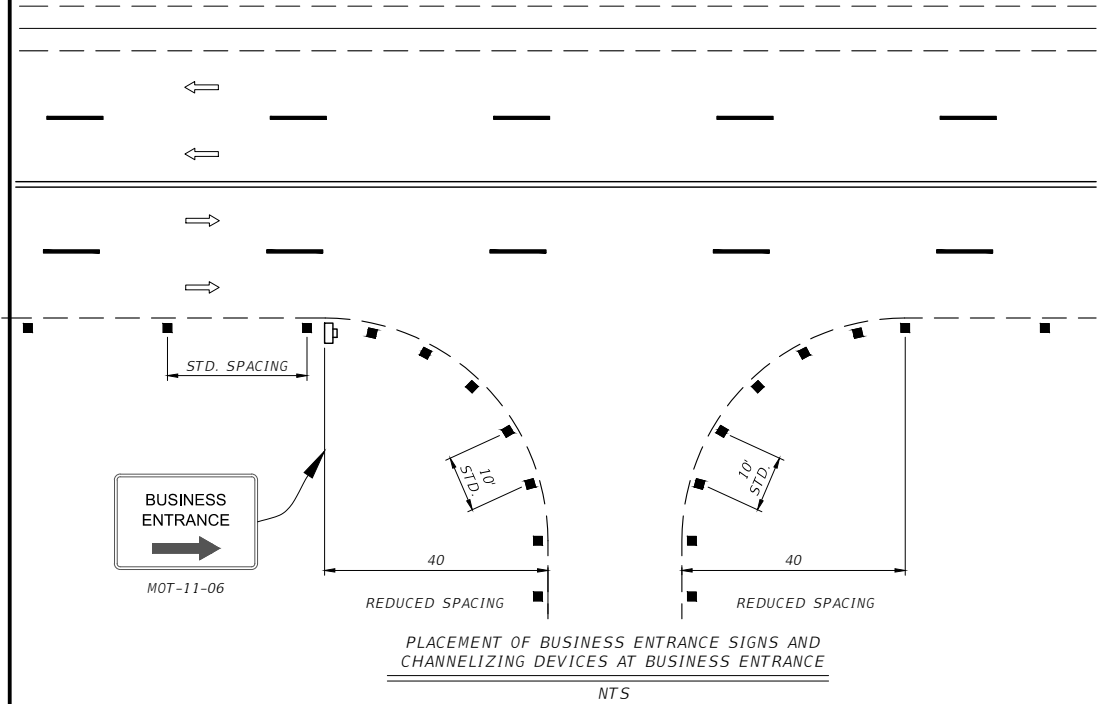


TRAFFIC CONTROL NOTES

1. SEE FDOT SPECIFICATIONS 8-6.4 FOR SUSPENSION OF CONTRACTOR'S OPERATIONS-HOLIDAYS.
2. THE TRAFFIC CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE COUNTY'S ROAD AND BRIDGE SUPERVISOR, AND SHALL DESCRIBE THE MEASURES TO BE EMPLOYED DURING CONSTRUCTION TO WARN MOTORISTS AND PEDESTRIANS OF HAZARDS, TO ADVISE MOTORIST OF THE PROPER TRAVEL PATH THROUGH OR AROUND THE WORK AREA, TO DELINEATE AREAS WHERE TRAFFIC SHOULD NOT OPERATE, AND TO SEPARATE AND PROTECT MOTORISTS, PEDESTRIANS AND THE WORK FORCE DURING ALL PHASES OF THE WORK. PAYMENT FOR PREPARING THE TRAFFIC CONTROL PLAN SHALL BE INCLUDED IN THE PAY ITEM FOR MOBILIZATION.
3. TRAFFIC CONTROL FOR THIS PROJECT SHALL BE CONDUCTED IN ACCORDANCE WITH THE CURRENT FDOT STANDARD PLANS INDEX 102-600 SERIES, FDOT STANDARD SPECIFICATIONS FOR ROAD CONSTRUCTION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. THE CONTRACTOR SHALL PUT FORTH EVERY REASONABLE EFFORT TO MINIMIZE DISRUPTION OF ADJACENT PROPERTIES. ACCESS BY PROPERTY OWNERS AND RESIDENTS TO THEIR PROPERTY SHALL BE MAINTAINED AT ALL TIMES, AND ANY BARRICADING OF ACCESS MUST BE COORDINATED WITH THE AFFECTED PROPERTY OWNERS AND RESIDENTS. ALL ROADWAYS AND DRIVEWAYS SHALL BE COMPACTED AND MAINTAINED DURING CONSTRUCTION SO RESIDENTS CAN HAVE ACCESS AT ALL TIMES. ALL TEMPORARY STABILIZATION SHALL BE SMOOTH AND LEVEL.
5. REGULATORY SPEED FOR ALL ROADWAYS DURING CONSTRUCTION SHALL BE MAINTAINED AT 35 MPH.

SUGGESTED SEQUENCE OF ROADWAY CONSTRUCTION (MAINTENANCE OF TRAFFIC)

1. INSTALL BEGIN/END AND DRIVEWAY TRAFFIC CONTROL SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES BEFORE BEGINNING ANY WORK ON THE PROJECT.
2. INSTALL THE NECESSARY EROSION CONTROL AND SEDIMENT CONTROL DEVICES BEFORE BEGINNING CONSTRUCTION ACTIVITIES.
3. ALL LANE CLOSURE ARE TO BE CONDUCTED STRICTLY BETWEEN THE HOURS OF 8:00 PM AND 6:00 AM. CONTRACTOR TO USE FDOT INDEX NUMBER 102-606 FOR PHASE 1A AREA.
4. PERFORM CLEARING AND GRUBBING, CONCRETE REMOVAL OPERATIONS, AND WIDENING FOR PORTIONS OF ROADWAY FROM BEGIN PROJECT (SR 85) TO STA 112+80.39.
5. PERFORM CLEARING AND GRUBBING, CONCRETE REMOVAL OPERATIONS, AND WIDENING FROM STA 106+50 LEFT TO END OF PROJECT.
6. PERFORM CLEARING AND GRUBBING, CONCRETE REMOVAL OPERATIONS, AND WIDENING FROM STA 106+50 RIGHT TO END OF PROJECT.
7. CONSTRUCTION OF NON-ROADWAY RELATED ITEMS, SUCH AS DRAINAGE IMPROVEMENTS, UTILITY ADJUSTMENTS, SIDEWALK CONSTRUCTION, CURB RAMPS, CURB AND GUTTER, AND TRAFFIC SEPARATOR. PERFORM TURNOUT CONSTRUCTION FOR DRIVEWAYS FOR THE PORTIONS FROM BEGIN PROJECT TO END PROJECT.
8. TRAFFIC TO BE CONTROLLED AS SHOWN IN FDOT STANDARD PLANS INDEX #102-600's.
9. PERFORM MILLING AND STRUCTURAL COURSE OPERATIONS FOR PORTIONS OF ROADWAY FROM BEGIN PROJECT TO END PROJECT.
10. PLACE PAINTED PAVEMENT MARKINGS AND TEMPORARY REFLECTIVE PAVEMENT MARKERS AS REQUIRED.
11. PLACE FRICTION COURSE, PAINTED PAVEMENT MARKINGS, AND TEMPORARY REFLECTIVE PAVEMENT MARKERS.
12. REMOVE AND/OR FURNISH AND INSTALL ANY REQUIRED PERMANENT SIGNING.
13. PLACE FINAL PAVEMENT MARKINGS AND REFLECTIVE PAVEMENT MARKERS. REMOVE ALL TEMPORARY TRAFFIC CONTROL DEVCIES AND EROSION AND SEDIMENT CONTROL DEVICES.



- NOTES:
1. FOR SINGLE BUSINESS ENTRANCES, PLACE ONE 24" X 36" BUSINESS ENTRANCE SIGN SHOWING THE SPECIFIC BUSINESS NAME FOR EACH AFFECTED DRIVEWAY ENTRANCE. LOGOS MAY BE PROVIDED BY BUSINESS OWNERS. STANDARD BUSINESS ENTRANCE SIGN IN INDEX 700-102 MAY BE USED WHEN APPROVED BY THE ENGINEER.
2. WHEN SEVERAL BUSINESSES SHARE A COMMON DRIVEWAY ENTRANCE, PLACE ONE 24" X 36" STANDARD BUSINESS ENTRANCE SIGN IN ACCORDANCE WITH INDEX 700-102 AT THE COMMON DRIVEWAY ENTRANCE.
3. CHANNELIZING DEVICES SHALL BE PLACED AT A REDUCED SPACING ON EACH SIDE OF THE DRIVEWAY ENTRANCE, BUT SHALL NOT RESTRICT SIGHT DISTANCE FOR THE DRIVEWAY USERS.
4. BUSINESS ENTRANCE SIGNS ARE INTENDED TO GUIDE MOTORIST TO BUSINESS ENTRANCES MOVED/MODIFIED OR DISTURBED DURING CONSTRUCTION PROJECTS. BUSINESS ENTRANCE SIGNS ARE NOT REQUIRED WHERE THERE IS MINIMAL DISRUPTION TO BUSINESS DRIVEWAYS WHICH IS OFTEN THE CASE WITH RESURFACING TYPE PROJECTS.

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FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

CLIENT:

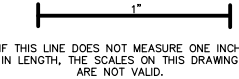
CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

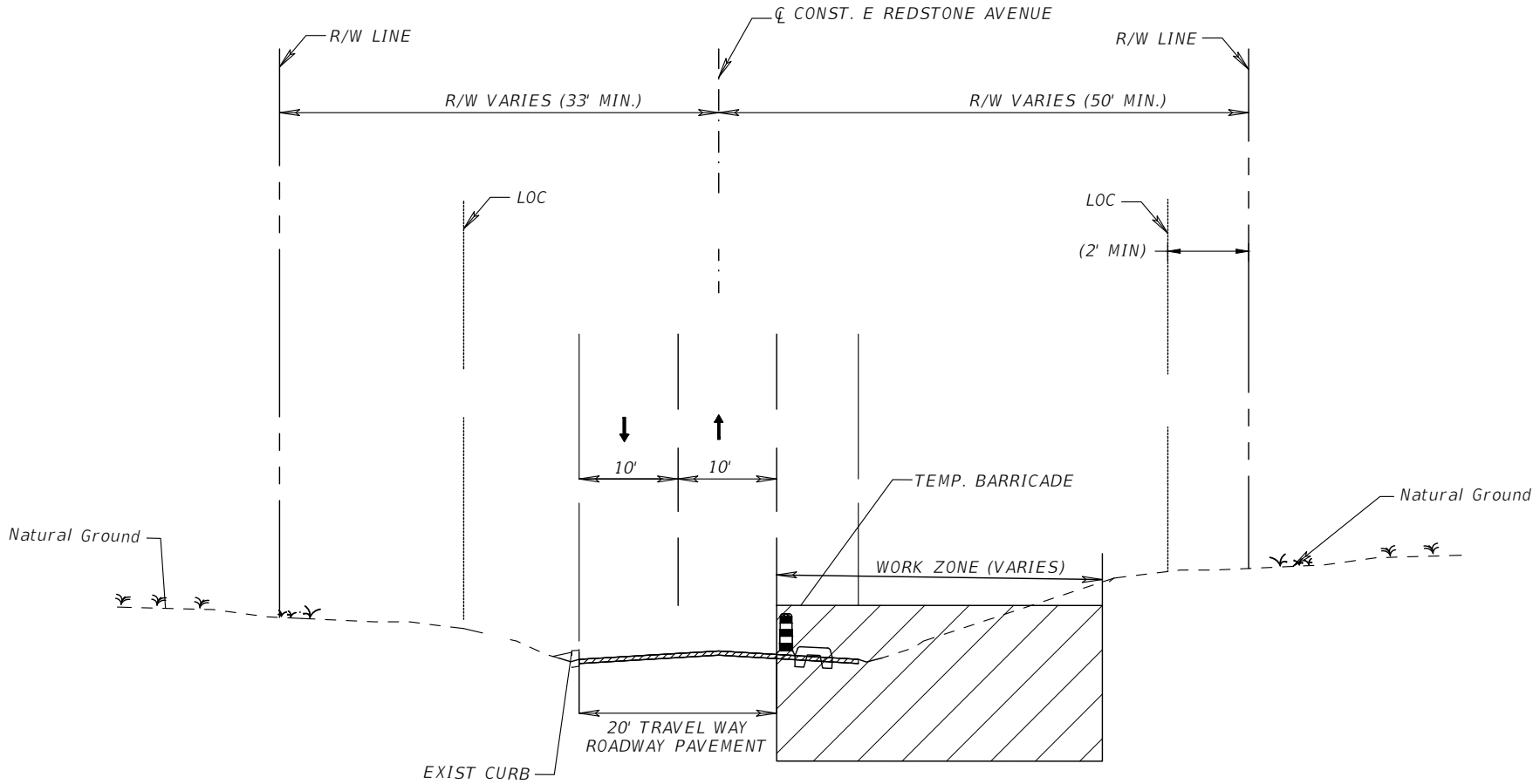
SHEET TITLE:

TEMPORARY TRAFFIC
CONTROL PLANS



JOB NO. 22-009
DRAWN BY NMM
CHECKED BY JSF
DATE 11/04/24
SHEET 50

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MOT TYPICAL SECTION
E REDSTONE AVENUE
STA 101+50.15 TO STA 105+84.22

PHASE 1 NOTES:

- 1.) CONTRACTOR SHALL UTILIZE STANDARD PLANS INDEX 102-600
ALONG WITH THESE TRAFFIC CONTROL PLANS FROM
BEGIN PROJECT UNTIL STA. 106+00.00

PLAN LEGEND

-  WORK ZONE
-  LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
-  TYPE I OR II BARRICADE OR VERTICAL PANEL OR DRUM

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REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

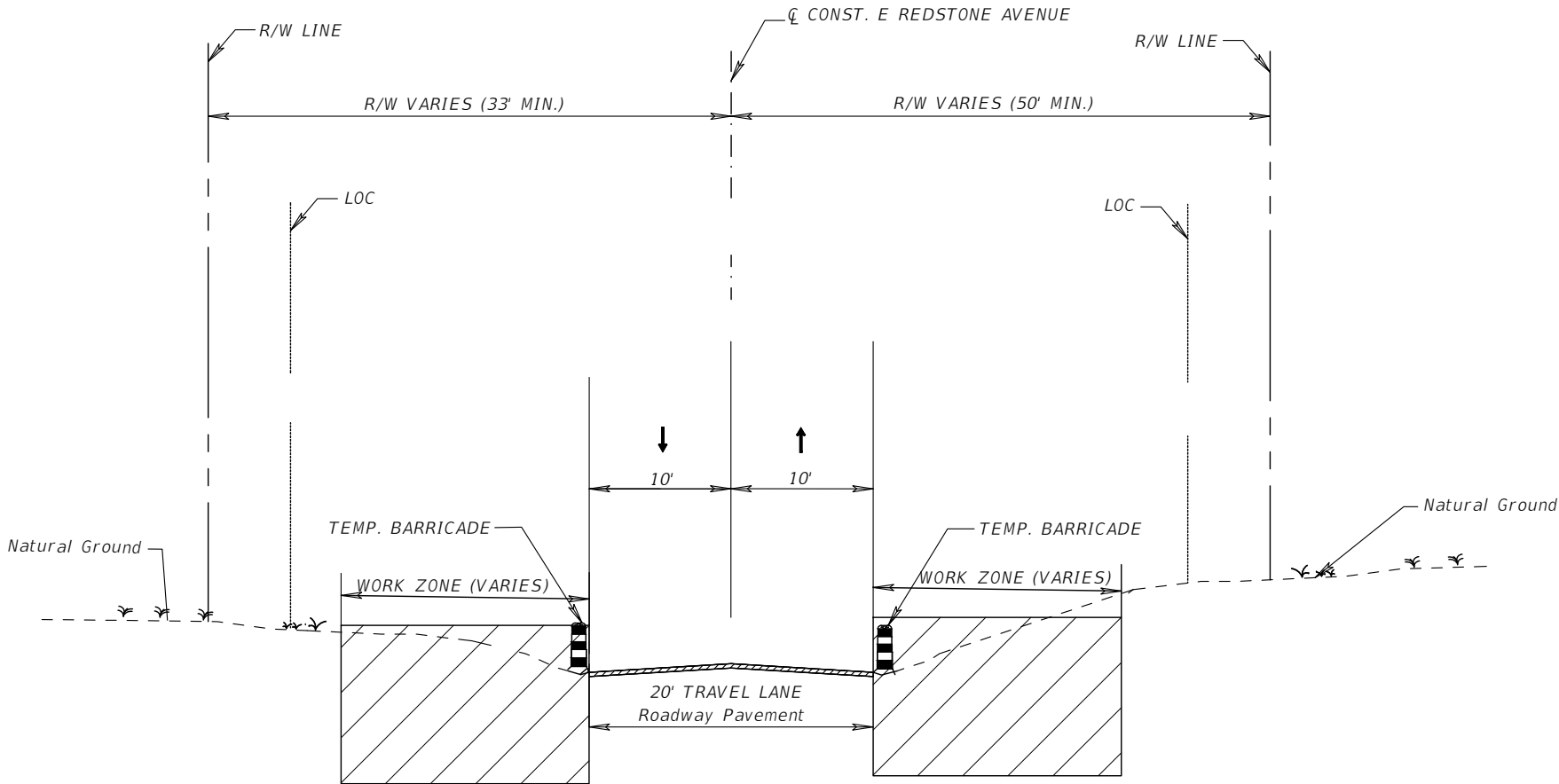
SHEET TITLE:
MAINTENANCE OF
TRAFFIC-
TYPICAL SECTION
PH I

1"
IF THIS LINE DOES NOT MEASURE ONE INCH
IN LENGTH, THE SCALES ON THIS DRAWING
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DRAWN BY NCS
CHECKED BY JSF
DATE 11/04/24
SHEET 31

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MOT TYPICAL SECTION
E REDSTONE AVENUE
STA 105+84.22 TO STA 112+80.39

PHASE 1 NOTES:

1.) CONTRACTOR SHALL UTILIZE STANDARD PLANS INDEX 102-600
ALONG WITH THESE TRAFFIC CONTROL PLANS FOR STA. 105+84.22
UNTIL STA. 112+80.39

PLAN LEGEND

-  WORK ZONE
-  LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
-  TYPE I OR II BARRICADE OR VERTICAL PANEL OR DRUM

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R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

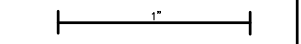
CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

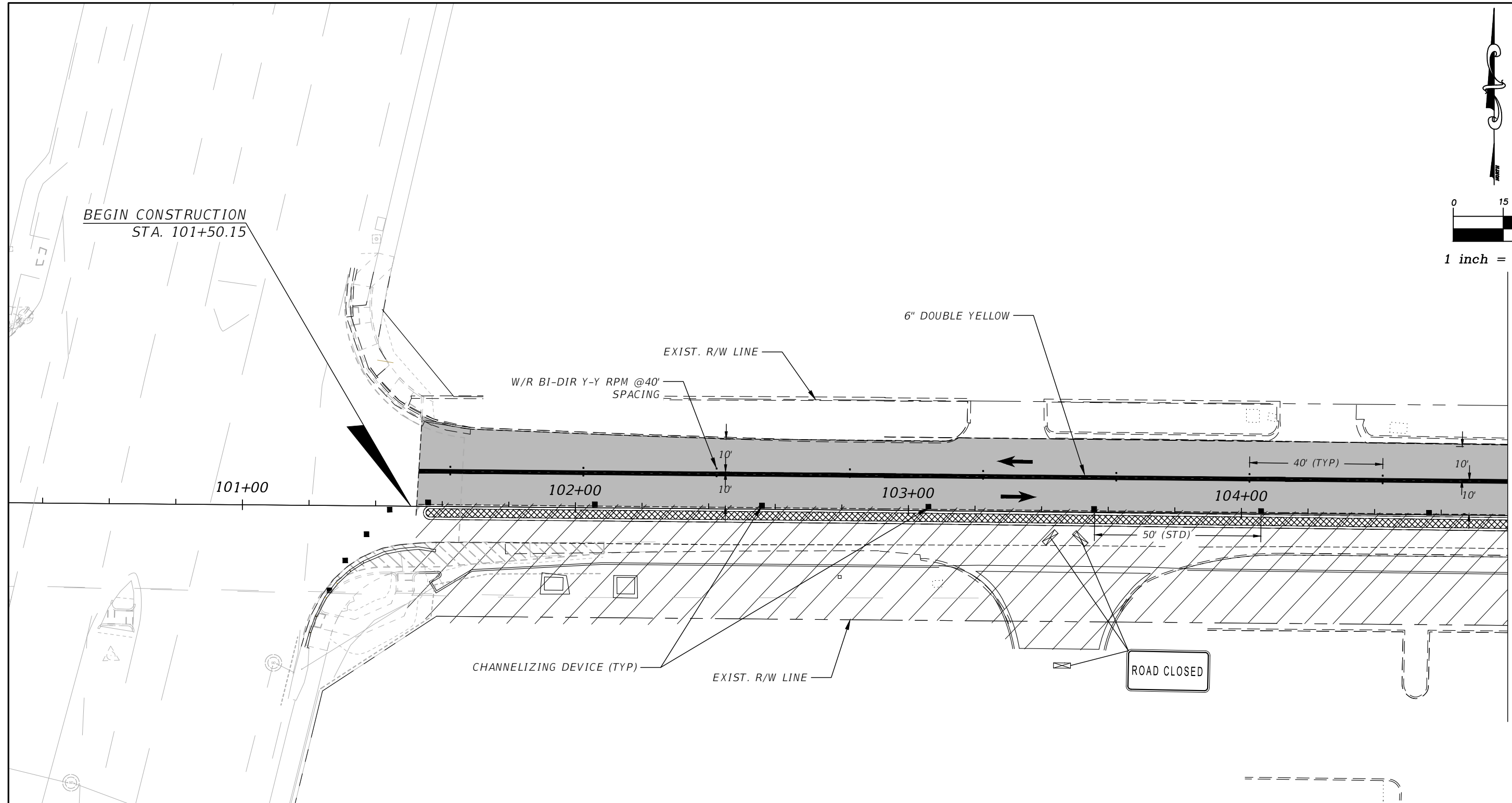
SHEET TITLE:
MAINTENANCE OF
TRAFFIC-
TYPICAL SECTION
PH I


1" = 10'

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IN LENGTH, THE SCALES ON THIS DRAWING
ARE NOT VALID.

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CHECKED BY JSF
DATE 11/04/24
SHEET 32

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$$1 \text{ inch} = 30 \text{ ft.}$$


PLAN LEGEND

-  WORK ZONE
 LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
 TYPE I OR II BARRICADE OR VERTICAL PANEL OR DRUM

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

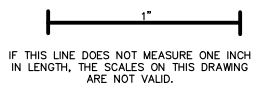
CLIENT:

CITY OF CRESTVIEW

PROJECT:
E REDSTONE AVE

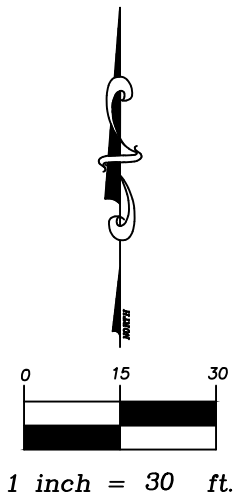
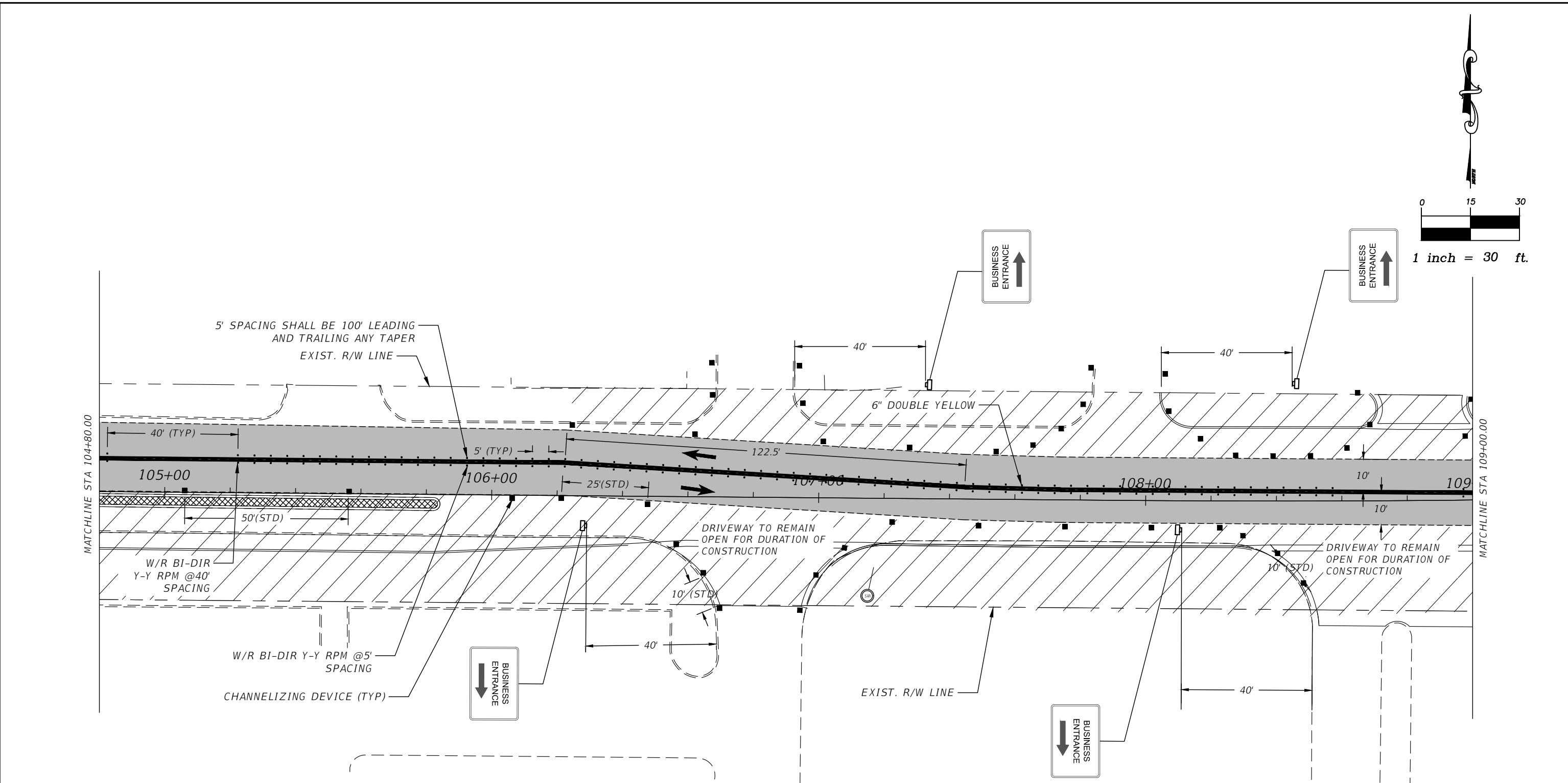
SHEET TITLE:

*MAINTENANCE OF
TRAFFIC CONTROL PLANS
PH I*



JOB NO. 22-009
DRAWN BY ASH
CHECKED BY JSF
DATE 11/04/24
SHEET ***33***

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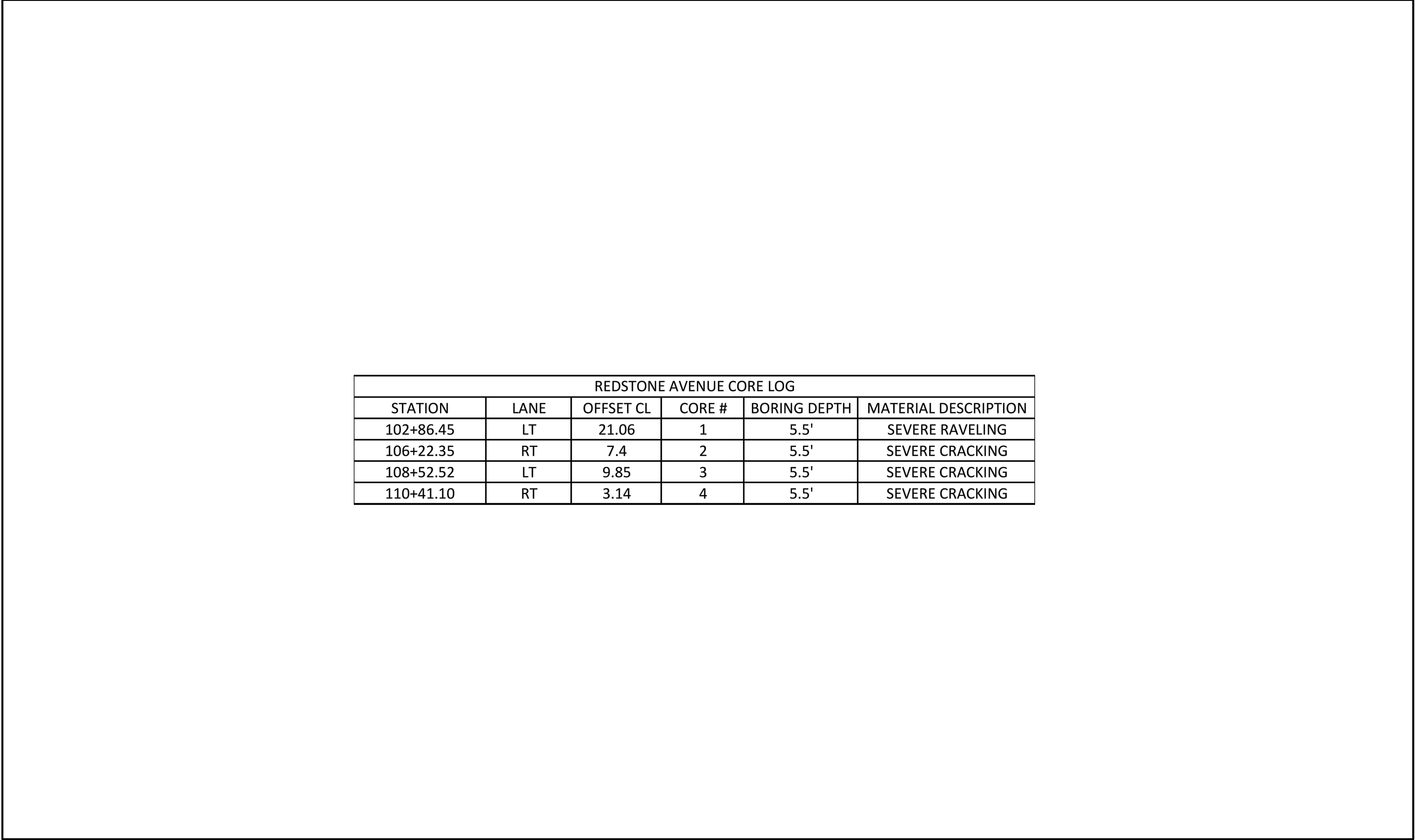
PLAN LEGEND

- WORK ZONE
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- TYPE I OR II BARRICADE OR VERTICAL PANEL OR DRUM

ALDAY-HOWELL ENGINEERING, INC. 4100 S. FERDON BLVD. STE B2 CRESTVIEW, FL 32536 PHONE (850) 634-6084 * FAX (850) 526-4740 E-MAIL : info@aldayhowell.com FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105	REVISIONS		CLIENT: CITY OF CRESTVIEW	PROJECT: E REDSTONE AVE	SHEET TITLE: MAINTENANCE OF TRAFFIC CONTROL PLANS PH I	 1" IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.	JOB NO. 22-009 DRAWN BY ASH CHECKED BY JSF DATE 11/04/24 SHEET 34	
	DESCRIPTION	INITIALS						DATE

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REDSTONE AVENUE CORE LOG					
STATION	LANE	OFFSET CL	CORE #	BORING DEPTH	MATERIAL DESCRIPTION
102+86.45	LT	21.06	1	5.5'	SEVERE RAVELING
106+22.35	RT	7.4	2	5.5'	SEVERE CRACKING
108+52.52	LT	9.85	3	5.5'	SEVERE CRACKING
110+41.10	RT	3.14	4	5.5'	SEVERE CRACKING



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R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

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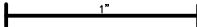
CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

ROADWAY CORE SURVEY



1"

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DATE 11/04/24

SHEET 36

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1. SITE DESCRIPTION

A. CONSTRUCTION ACTIVITY:

PROJECT LIMITS:

NORTH: REDSTONE R/W
SOUTH: REDSTONE R/W
EAST: BROOKMEADE DRIVE
WEST: SR 85

PROJECT DESCRIPTION:

CLEARING & GRUBBING, MILLING AND RESURFACING, WIDENING, DRAINAGE IMPROVEMENTS, SIDEWALK CONST.

B. MAJOR SOIL DISTURBING ACTIVITIES:

CLEARING & GRUBBING, WIDENING, SIDEWALK CONST.

C. TOTAL PROJECT AREA:

±1.76 ACRES

TOTAL AREA TO BE DISTURBED:

±1.34 ACRES

D. (1) RUNOFF COEFFICIENTS BEFORE, DURING, AND AFTER CONSTRUCTION:

(BEFORE) C= 0.91, (AFTER) C= 0.92

(2) DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE:

LAKELAND SAND, EXCESSIVELY DRAINED

(3) ESTIMATES OF SIZE OF DRAINAGE AREA FOR EACH OUTFALL:

1.16

E. FOR LOCATIONS OF DRAINAGE AREAS AND OUTFALLS:

N/A

F. (1) NAME OF RECEIVING WATERS:

SHOAL RIVER

(2) JURISDICTIONAL AREA:

N/A

2. CONTROLS

NARRATIVE - SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS FOR THE SOIL DISTURBING ACTIVITIES FOR THIS PROJECT ARE AS FOLLOWS: ONLY UPON PROPER PLACEMENT OF ALL EROSION CONTROLS CAN SOIL DISTURBING ACTIVITIES TAKE PLACE. SILT FENCES OR EQUIVALENT SEDIMENT CONTROLS ARE REQUIRED FOR ALL SIDESLOPE AND DOWNSLOPE BOUNDARIES OF THE CONSTRUCTION. SEDIMENT CONTROLS SHALL BE USED TO PREVENT DOWN STREAM SEDIMENTATION FROM PROPOSED INLETS AND DITCH CONSTRUCTION AREAS.

A. EROSION AND SEDIMENT CONTROLS:

(1) STABILIZATION PRACTICES:

----- TEMPORARY SODDING
----- TEMPORARY SEEDING
----- PERMANENT PLANTING, SODDING, OR SEEDING
----- TEMPORARY MULCHING
----- ARTIFICIAL COVERING
----- BUFFER ZONES
----- PRESERVATION OF NATURAL RESOURCES
OTHER:

(2) STRUCTURAL PRACTICES:

----- SAND BAGGING
----- SILT FENCES
----- SEDIMENT BARRIERS
----- BERMS
----- DIVERSION, INTERCEPTOR, OR PERIMETER DITCHES
----- PIPE SLOPE DRAINS
----- FLUMES
----- ROCK BEDDING AT CONSTRUCTION EXIT
----- TIMBER BEDDING AT CONSTRUCTION EXIT
----- DITCH LINER
----- SEDIMENT TRAPS
----- SEDIMENT BASINS
--X-- STORM INLET SEDIMENT TRAP
----- STONE OUTLET STRUCTURES
--X-- CURBS AND GUTTERS
--X-- STORM SEWERS
----- VELOCITY CONTROL DEVICES
----- TURBIDITY BARRIER
----- RIP RAP
OTHER:

B. DESCRIPTION OF STORMWATER MANAGEMENT:

DURING SITE CONSTRUCTION, STORMWATER RUNOFF WILL BE DIRECTED TOWARDS THE EXISTING STORMWATER SWALES AND WILL BE CONTROLLED BY SILT FENCE & OTHER MEASURES.

2. CONTROLS (CONT.)

C. OTHER CONTROLS:

(1) WASTE DISPOSAL:

NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON SITE.

(2) OFFSITE VEHICLE TRACKING:

----- HAUL ROADS DAMPENED FOR DUST CONTROL
--X-- LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
--X-- EXCESS DIRT ON ROAD REMOVED DAILY
----- STABILIZED CONSTRUCTION ENTRANCE

OTHER:

(3) SANITARY WASTE:

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY OR AS REQUIRED BY LOCAL REGULATIONS BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.

(4) FERTILIZERS AND PESTICIDES:

FERTILIZERS AND/OR PESTICIDES SHALL BE APPLIED ACCORDING TO MANUFACTURERS RECOMMENDATIONS BY A LICENSED OR CERTIFIED APPLICATOR AS DIRECTED BY THE PROJECT ENGINEER.

(5) NON-STORM WATER DISCHARGE (INCLUDING SPILL REPORTING):

NO NON-STORMWATER DISCHARGES ARE ANTICIPATED.

REMARKS:

IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED A HAZARDOUS MATERIALS COORDINATOR SHALL BE CONTACTED.

(6) APPROVED STATE, LOCAL PLANS, OR STORMWATER PERMITS:

N/A

3. MAINTENANCE:

ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES. IF A REPAIR IS NECESSARY, IT WILL BE DONE AT THE EARLIEST DATE POSSIBLE, BUT NO LATER THAN (7) CALENDAR DAYS AFTER THE SURROUNDING EXPOSED AREA HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT

4. INSPECTION:

ALL CONTROLS SHALL BE INSPECTED WEEKLY BY A QUALIFIED INSPECTOR, AS WELL AS, AFTER 0.5" OR MORE OF RAIN. AN INSPECTION AND MAINTENANCE REPORT IS TO BE MADE PER EACH INSPECTION. BASED ON INSPECTION RESULTS THE CONTROLS ARE TO BE REVISED AS NECESSARY PER THE INSPECTION REPORTS.

5. NON-STORMWATER DISCHARGE:

THE PERMITTEE SHALL RETAIN COPIES OF THE STORMWATER POLLUTION PREVENTION PLAN AND ALL REPORTS REQUIRED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT, FOR A PERIOD OF AT LEAST (4) FOUR YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.

6. CONTRACTOR/SUBCONTRACTOR CERTIFICATION:

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

CONTRACTOR

SIGNATURE

TITLE

DATE

SIGNATURE

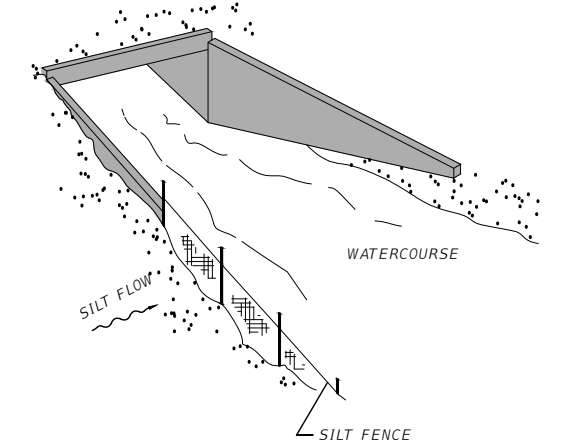
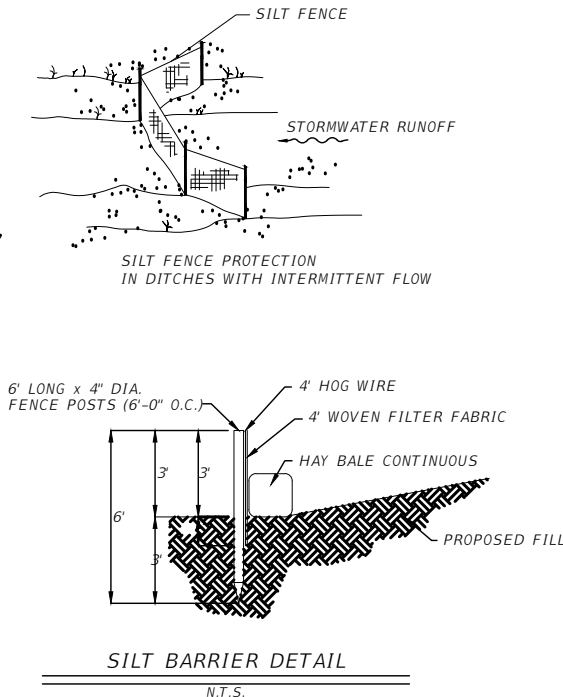
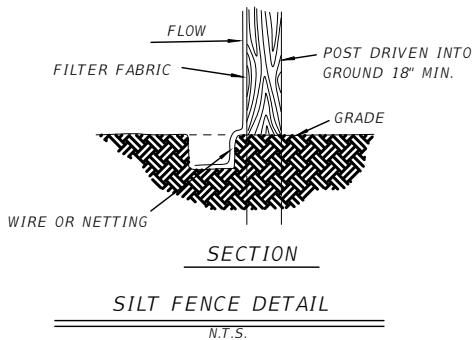
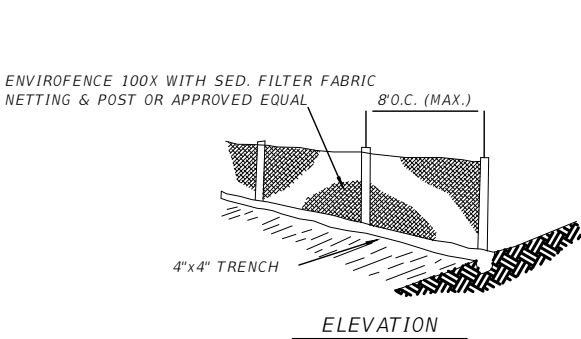
DATE

SIGNATURE

DATE

NPDES REQUIREMENTS

REPORT: THE SEDIMENT AND EROSION CONTROL INSPECTOR SHALL ALSO KEEP A MAINTENANCE RECORD OF INSPECTION DATES AND TIMES, RESULTS OF INSPECTION, ANY REPAIRS THAT WERE NECESSARY, AND ANY ADDITIONAL MEASURES THAT HAVE BEEN ADDED. THE SWPPP ALONG WITH THE MAINTENANCE RECORD SHALL BE ON-SITE FOR INSPECTION BY FDEP AND OTHER APPROPRIATE ENTITIES AT ALL TIMES.



EROSION AND SEDIMENT CONTROLS NOTES

- 1) ESC'S ARE TO BE CONSTRUCTED IN ALL AREAS WHERE POTENTIAL RUNOFF DURING CONSTRUCTION WILL DISCHARGE OFF-SITE.
- 2) ESC'S INCLUDE SILT FENCE, HAY BALES, SILT BARRIERS, ETC. AND SHALL BE PLACED AS NECESSARY IN ACCORDANCE WITH FDOT EROSION AND SEDIMENT CONTROL MANUAL.
- 3) ESC'S MAY BE REQUIRED AROUND INLETS UNTIL SITE IS STABILIZED.
- 4) DURING CONSTRUCTION ALL SEDIMENT CONTROLS, STABILIZATION, STORMWATER CONTROLS, ETC. ARE THE RESPONSIBILITY OF THE CONTRACTOR.

NOTES:

1. ALL CONSTRUCTION EQUIPMENT, DEBRIS, MATERIALS, ETC. TO BE KEPT WITHIN LIMITS OF DISTURBANCE.
2. STABILIZATION MEASURES OF QUICK GROW GRASS SEED AND MULCH, SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
3. ALL DISTURBED AREAS WHERE SLOPES ARE 1V:3H OR STEEPER AND AREAS WITHIN THE RESIDENTIAL LOT BOUNDARIES ARE TO BE SODDED. ADDITIONALLY, SHOULDER TREATMENT 1 SHALL BE PROVIDED FOR ALL DISTURBED AREAS ADJACENT TO EDGE OF PAVEMENT FOR ALL ROADWAYS. PROVIDE A MIN. 32" STRIP OF SOD AROUND ALL METER AND VALVE BOXES. ALL OTHER AREAS MAY BE STABILIZED WITH SEED AND MULCH.
4. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT INDEX 600s.
5. FILL SHOULD CONSIST OF LOW PLASTICITY, LOW PERMEABLE ENGINEERED FILL BETWEEN 12 AND 25 PERCENT FINES AND A PLASTICITY INDEX OF 15 OR LESS.
6. AT ALL TIMES, MAINTAIN 10' WIDE VEHICULAR ACCESS FOR TRAFFIC CIRCULATION.

AHE ALDAY-HOWELL
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E-MAIL : info@aldayhowell.com
FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

STORMWATER
POLLUTION PREVENTION

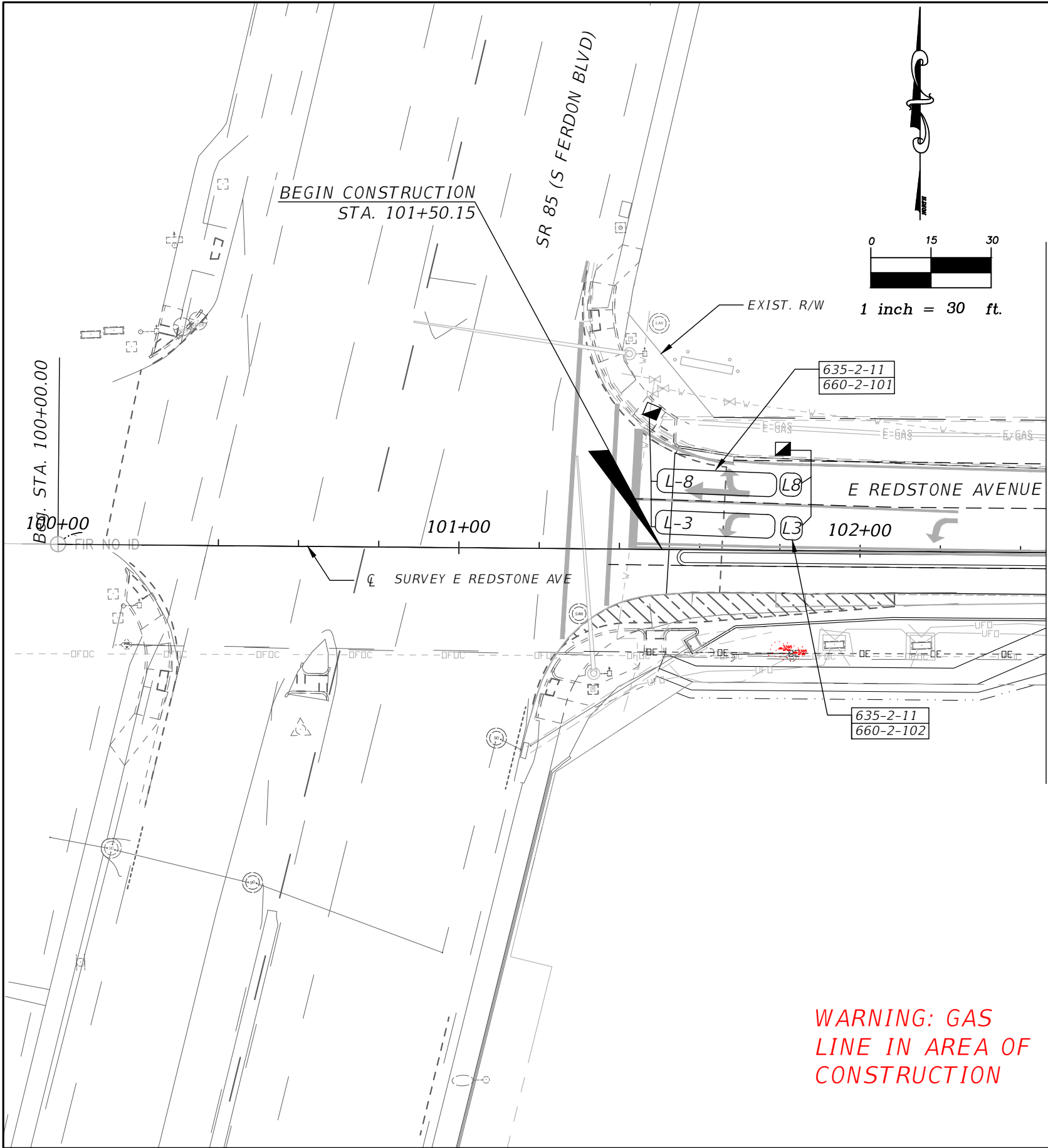
1"

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DRAWN BY ASH
CHECKED BY JSF
DATE 11/04/24
SHEET 37

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DETECTORS FOR LOOPS		
LOOP	NO. OF LOOPS	NO. OF EXIST. DETS.
L-3	1	1
L-8	1	1

NOTE: LOOPS TO BE PLACED 4' IN FRONT OF STOP BAR.



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FLORIDA CERTIFICATE OF AUTHORIZATION, NO. 26105

REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SIGNALIZATION PLAN



IF THIS LINE DOES NOT MEASURE ONE INCH
IN LENGTH, THE SCALES ON THIS DRAWING
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SHEET 38

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INDEX OF SUMMARY BOXES

SHEET NO.	SHEET DESCRIPTION
SQ-1	LUMP SUM ITEMS, TEMPORARY DRIVEWAYS, EROSION CONTROL
SQ-2	LITTER REMOVAL & MOWING, CLEARING & GRUBBING AND REMOVAL ITEMS
SQ-3	EARTHWORK, BASE & SUBBASE, TURNOUTS & DRIVEWAY BASE
SQ-4	PAVEMENT, DRAINAGE STRUCTURES
SQ-5	CURB & GUTTER
SQ-6	SIDEWALK & DETECTABLE WARNINGS
SQ-7	PERFORMANCE TURF
SQ-8	UTILITY ADJUSTMENTS, SIGNALIZATION

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101-1	MOBILIZATION	1			
0102-1	MAINTENANCE OF TRAFFIC	1			
PAY ITEM NOTE: 0102-1 MANINTENCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102					

SUMMARY OF TEMPORARY DRIVEWAYS								
LOCATION			SIDE	COMMERICAL MATERIAL FOR DRIVEWAY MAINTENANCE			DESIGN NOTES	CONSTRUCTION REMARKS
				0102 3				
STA. TO STA.				THK	CY			
				IN	P	F		
103+09.33	TO	103+83.96	RT	4	9.6			
106+41.77	TO	107+20.64	RT	4	7.9			
108+26.45	TO	109+26.84	RT	4	15.8			
108+65.22	TO	109+06.40	LT	4	2.7			
109+17.71	TO	109+62.21	LT	4	2.0			
111+50.39	TO	112+16.09	RT	4	9.7			
112+17.41	TO	112+43.50	LT	4	0.7			
SUB-TOTAL :					48.4			
TOTAL :					48			

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES						
LOCATION		SIDE	INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
STATION	OFFSET		0104 18			
			EA			
			P	F		
101+58.86	19.54	RT	1			
109+11.97	18.20	LT	1			
109+26.75	13.03	RT	1			
112+68.07	23.00	RT	1			
STA. TO STA.						
TOTAL :			4			

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CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SUMMARY OF QUANTITIES

1"

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DATE 11/04/24

SHEET SQ-1

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SUMMARY OF LITTER REMOVAL AND MOWING													
LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	CYCLES	LITTER REMOVAL			MOWING			DESIGN NOTES	CONSTRUCTION REMARKS	
					0107 1			0107 2					
					AREA			AREA					
STA. TO STA.					AC/ CYCLE	TOTAL (AC)		AC/ CYCLE	TOTAL (AC)				
				P		F	P		F				
101+50.15 TO 112+80.39	LT/RT	180	30	6	1.710	10.26							
101+50.15 TO 102+50.49	RT	180	30	6					0.020				
101+50.49 TO 103+17.53	LT	180	30	6					0.040				
102+29.35 TO 103+29.38	RT	180	30	6					0.020				
103+41.35 TO 104+10.37	LT	180	30	6					0.014				
103+62.55 TO 106+67.97	RT	180	30	6					0.067				
104+36.64 TO 105+37.00	LT	180	30	6					0.022				
105+65.67 TO 106+68.35	LT	180	30	6					0.023				
107+97.05 TO 108+50.24	RT	180	30	6					0.043				
108+04.58 TO 108+68.49	LT	180	30	6					0.015				
108+99.24 TO 109+29.67	LT	180	30	6					0.006				
109+09.95 TO 111+65.05	RT	180	30	6					0.087				
109+54.77 TO 112+24.50	LT	180	30	6					0.051				
112+01.09 TO 112+80.39	RT	180	30	6					0.030				
112+36.67 TO 112+80.39	LT	180	30	6					0.0070				
TOTAL :						10.26		TOTAL :	0.44				

SUMMARY OF CLEARING & GRUBBING AND REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION			SIDE	UNITS	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.					P	F	P	F		
0110-1-1	CLEARING & GRUBBING	101+50.15	TO	112+80.39	RT	AC	0.606		0.773			
		101+50.15	TO	112+80.39	LT	AC	0.167					
0110-4-10	REMOVAL OF EXISTING CONCRETE	103+03.79	TO	103+31.05	RT	SY	5.757		68.527		CONCRETE CURB & GUTTER LF = 35 FT	
		103+62.89	TO	103+84.51	RT	SY	4.287				CONCRETE CURB & GUTTER LF = 27 FT	
		106+56.22	TO	106+68.65	RT	SY	4.084				CONCRETE CURB & GUTTER LF = 21 FT	
		106+96.50	TO	107+24.54	RT	SY	6.146				CONCRETE CURB & GUTTER LF = 38 FT	
		108+04.20	TO	108+71.99	LT	SY	23.372				CONCRETE CURB & GUTTER LF = 107 FT	
		108+26.25	TO	108+52.41	RT	SY	6.609				CONCRETE CURB & GUTTER LF = 41 FT	
		108+97.16	TO	109+00.91	LT	SY	1.189				CONCRETE CURB & GUTTER LF = 22 FT	
		109+00.52	TO	109+27.07	RT	SY	6.981				CONCRETE CURB & GUTTER LF = 43 FT	
		109+14.91	TO	109+32.04	LT	SY	1.937				CONCRETE CURB & GUTTER LF = 35 FT	
		109+54.76	TO	109+68.20	LT	SY	1.826				CONCRETE CURB & GUTTER LF = 33 FT	
		111+41.41	TO	111+69.55	RT	SY	3.240			CONCRETE CURB & GUTTER LF = 59 FT		
		111+95.24	TO	112+21.74	RT	SY	3.099			CONCRETE CURB & GUTTER LF = 56 FT		
PAY ITEM NOTE: 0110-1-1 INCLUDES REMOVAL OF ASPHALT CURBS												

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FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SUMMARY OF QUANTITIES

1"

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DATE 11/04/24

SHEET SQ-2

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SUMMARY OF PAVEMENT													
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION				SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.		DESCRIPTION	P			F	P	F			
0334 1 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, 76-22	101+51.42	TO	112+80.39	WIDENING (2")	RT	TN	73.4		337.8			
		108+12.25	TO	112+80.39	WIDENING (2")	LT	TN	30.0					
		101+51.42	TO	112+80.39	LEVELING COURSE (1")	LT/RT	TN	186.6					
		103+09.33	TO	103+83.96	TURNOUT RESURFACING (1")	RT	TN	9.5					
		106+41.77	TO	107+20.64	TURNOUT RESURFACING (1")	RT	TN	7.8					
		108+26.45	TO	109+26.84	TURNOUT RESURFACING (1")	RT	TN	15.6					
		108+59.89	TO	109+06.39	TURNOUT RESURFACING (1")	LT	TN	2.7					
		109+17.72	TO	109+62.12	TURNOUT RESURFACING (1")	LT	TN	1.9					
		111+50.36	TO	112+16.09	TURNOUT RESURFACING (1")	RT	TN	9.6					
		112+17.41	TO	112+43.50	TURNOUT RESURFACING (1")	LT	TN	0.7					
0337 7 80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	101+51.42	TO	112+80.39	FINAL SURFACE (1")	LT/RT	TN	238.3	238.3	262.3			
		103+09.33	TO	103+83.96	TURNOUT RESURFACING (1")	RT	TN	4.7					
		106+41.77	TO	107+20.64	TURNOUT RESURFACING (1")	RT	TN	3.9					
		108+26.45	TO	109+26.84	TURNOUT RESURFACING (1")	RT	TN	7.8					
		108+59.89	TO	109+06.39	TURNOUT RESURFACING (1")	LT	TN	1.3					
		109+17.72	TO	109+62.12	TURNOUT RESURFACING (1")	LT	TN	1.0					
		111+50.36	TO	112+16.09	TURNOUT RESURFACING (1")	RT	TN	4.8					
		112+17.41	TO	112+43.50	TURNOUT RESURFACING (1")	LT	TN	0.4					
										600.1			

DRAINAGE STRUCTURES TABULATION													
QTY	STR. NO.	STATION	OFFSET	SIDE	EOP EL	INVERTS	DESCRIPTION	BRLS	PIPES - LF	CURB INLETS		CLOSED FLUME INLET	REMARKS
									24"	P-3	TYPE 9	MOD.	
									0430 175 124	0425 1 331	0425 1 201	0425 1 910	
P	S-310	101+58.72	23.46	RT	222	219.51 (14" x 22" SW)	CLOSED FLUME INLET (MOD.)	1				1	
F													
P	S-211	109+11.78	20.15	LT	218.67	210.89 (24" SE)	TYPE 9 CURB INLET	1			1		
F								46					
P	S-210	109+33.23	13.15	RT	218.41	209.99 (24" NW); 209.99 (24" E)	TYPE P-3 CURB INLET	1		1			
F								341					
P	S-110	112+74.61	23	RT	209.33	203.37 (24" W)	TYPE P-3 CURB INLET	1		1			
F													
P													
F													
SHEET TOTALS -									387	2	1	1	
								PLAN QUANTITY					
								FINAL QUANTITY					
S-110 IS AN EXISTING STRUCTURE TO BE MODIFIED TO ALLOW THE PROPOSED 24" PIPE CONNECTION.													
CLOSED FLUME INLET TO BE MODIFIED PER DETAIL ON SHEET 6.													

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FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SUMMARY OF QUANTITIES

1"

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DATE 11/04/24

SHEET SQ-4

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SUMMARY OF CURB & GUTTER AND TRAFFIC SEPARATORS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION			SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.					NET LENGTH		P	F		
							P	F				
0520-1-10	CONC. CURB & GUTTER, TYPE F	101+53.21	TO	103+33.73	RT	LF	203.5					
		103+57.64	TO	106+70.17	RT	LF	330.9					
		106+94.93	TO	107+52.91	RT	LF	178.3					
		108+06.05	TO	108+71.24	LT	LF	82.0					
		108+96.91	TO	109+30.79	LT	LF	40.4					
		109+00.11	TO	111+71.07	RT	LF	293.2					
		109+52.76	TO	112+26.49	LT	LF	279.9					
		111+95.24	TO	112+80.39	RT	LF	95.1					
		112+36.67	TO	112+80.39	LT	LF	48.8		1552			
0520-3	CONC. VALLEY GUTTER	103+09.33	TO	103+83.96	RT	LF	74.7					
		106+41.77	TO	107+20.64	RT	LF	84.9					
		108+26.45	TO	109+00.11	RT	LF	100.7					
		108+59.89	TO	109+06.35	LT	LF	41.2					
		109+22.12	TO	109+62.12	LT	LF	44.2					
		111+50.39	TO	112+16.09	RT	LF	65.3					
		112+17.41	TO	112+43.50	LT	LF	26.2		437			
0520-5-41	CONC. TRAFFIC SEPARATOR, TYPE IV, 4' FT WIDE	101+54.39	TO	105+84.24	RT	LF	429.8		430			
TOTAL=									2419			

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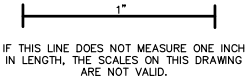
CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SUMMARY OF QUANTITIES



JOB NO. 22-009
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DATE 11/04/24
SHEET SQ-5

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SUMMARY OF SIDEWALK & DETECTABLE WARNINGS											
LOCATION			SIDE	CONC. SIDEWALK 4"		CONC. SIDEWALK AND DRIVEWAYS 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
				0522 1		0522 2		0527 2			
STA. TO STA.				SY		SY		SF			
				P	F	P	F	P	F		
101+50.15	TO	103+09.33	RT	91						SIDEWALK	
103+83.94	TO	106+42.04	RT	172						SIDEWALK	
107+20.64	TO	108+26.46	RT	71						SIDEWALK	
109+26.72	TO	111+50.39	RT	149						SIDEWALK	
112+15.97	TO	112+80.39	RT	43						SIDEWALK	
103+09.28	TO	103+24.40	RT			8				CURB RAMP	
103+68.98	TO	103+83.94	RT			8				CURB RAMP	
106+41.77	TO	106+59.01	RT			8				CURB RAMP	
107+03.89	TO	107+20.69	RT			8				CURB RAMP	
108+26.45	TO	108+42.90	RT			8				CURB RAMP	
109+09.95	TO	109+26.84	RT			8				CURB RAMP	
111+50.18	TO	111+65.19	RT			7				CURB RAMP	
112+01.09	TO	112+16.09	RT			7				CURB RAMP	
103+15.45	TO	103+24.40	RT					16		DETECTABLE WARNING	
103+68.98	TO	103+77.96	RT					16		DETECTABLE WARNING	
106+47.80	TO	106+59.01	RT					19		DETECTABLE WARNING	
107+03.89	TO	107+14.69	RT					19		DETECTABLE WARNING	
108+32.43	TO	108+42.90	RT					19		DETECTABLE WARNING	
109+09.95	TO	109+20.84	RT					19		DETECTABLE WARNING	
111+56.41	TO	111+65.19	RT					16		DETECTABLE WARNING	
112+01.09	TO	112+10.02	RT					16		DETECTABLE WARNING	
SUBTOTAL :				525		63		140			

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SHEET TITLE:

SUMMARY OF QUANTITIES

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CHECKED BY JSF

DATE 11/04/24

SHEET SQ-6

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C:\Users\kiddm\OneDrive\Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\SUMORD01.dwg, SUMORD-7, NacMorgan, Nov 13, 2025 - 2:45:41pm

SUMMARY OF PERFORMANCE TURF							
LOCATION			SIDE	PERFORMANCE TURF (SOD)		DESIGN NOTES	CONSTRUCTION REMARKS
				0570 1 2			
STA. TO STA.				SY			
				P	F		
102+29.35	TO	103+29.38	RT	61.56			
103+62.55	TO	106+67.97	RT	261.67			
107+97.05	TO	108+50.24	RT	147.11			
108+12.28	TO	108+68.49	LT	26.02			
108+99.24	TO	109+28.67	LT	8.81			
109+09.95	TO	111+65.04	RT	225.78			
109+54.77	TO	112+24.50	LT	97.23			
112+01.09	TO	112+80.39	RT	86.02			
112+36.67	TO	112+80.39	LT	11.203			
			TOTAL :	925.403			

ALDAY-HOWELL

ENGINEERING, INC.

4100 S. FERDON BLVD. STE B2

CRESTVIEW, FL 32636

PHONE (850) 634-6084 * FAX (850) 526-4740

E-MAIL : info@aldayhowell.com

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26105

REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SUMMARY OF QUANTITIES

1"

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.

JOB NO. 22-009

DRAWN BY ASH

CHECKED BY JSF

DATE 11/04/24

SHEET SQ-7

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C:\Users\kiddmorgan\Alday-Howell Engineering\22-009 Redstone Avenue - Crestview - General Drawings\Roadway\SUMOR001.dwg, SUMOCPS-a, NickMorgan, Nov 13, 2025 - 2:45:42pm

SUMMARY OF UTILITY ADJUSTMENTS											
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		SUB- TOTAL	GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STATION			P	F		P	F		
*	FIBER OPTICS POST	106+32.47	RT	EA	1					RELOCATE	
*	GAS DELINEATOR	106+55.64	RT	EA	1					RELOCATE	
*	POWER POLE	101+83.43	RT	EA	1					REMOVED BY OWNER	
*	POWER POLE	103+17.33	RT	EA	1					REMOVED BY OWNER	
*	POWER POLE	104+22.42	RT	EA	1					REMOVED BY OWNER	
*	POWER POLE	104+96.30	RT	EA	1					REMOVED BY OWNER	
*	POWER POLE	107+43.06	RT	EA	1					REMOVED BY OWNER	
*	SANITARY MANHOLE	103+46.69	RT	EA	1					ADJUST TOP	
*	SANITARY MANHOLE	103+46.85	RT	EA	1					ADJUST TOP	
*	SANITARY MANHOLE	104+19.13	RT	EA	1					ROTATE 90 DEGREES	
*	UFO VAULT	103+08.94	RT	EA	1					RELOCATE	
*	WATER VALVE	105+78.78	LT	EA	1					ADJUST	
*	WATER VALVE	106+42.65	LT	EA	1		13	13		ADJUST	

SUMMARY OF SIGNALIZATION				
PAY ITEM NO.	DESCRIPTION	UNIT	GRAND TOTAL	
			PLAN	FINAL
0660-2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	2	
0660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	2	

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E-MAIL : info@aldayhowell.com

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26105

R E V I S I O N S		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

E REDSTONE AVE

SHEET TITLE:

SUMMARY OF QUANTITIES

1"

IF THIS LINE DOES NOT MEASURE ONE INCH
IN LENGTH, THE SCALES ON THIS DRAWING
ARE NOT VALID.

JOB NO. 22-009

DRAWN BY ASH

CHECKED BY JSF

DATE 11/04/24

SHEET SQ-8

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**CITY OF CRESTVIEW
EAST REDSTONE AVENUE
ITB 26-11-20-PMO**

ADDENDUM NO. 1

This addendum is to advise of the FDOT Contractor Prequalification Requirement.

Pre-bid Agenda and Sign In Sheet is attached.

FDOT Contractor Prequalification Requirement

Due to partial funding through a State of Florida Department of Transportation (FDOT) grant, bidders must be currently FDOT prequalified in the applicable work classes pursuant to Chapter 337.14, Florida Statutes, and Rule 14-22, Florida Administrative Code, prior to bid opening.

***Proof of FDOT qualification shall be submitted with the bid.**

-END OF ADDENDUM-

Pre-Bid Meeting Agenda

Project: Redstone Avenue Widening and Resurfacing

Location: From SR 85 to West of Brookmeade Drive

FPID:

Date: October 29, 2025

Time: 10:00 AM

Location: 198 N. Wilson Street, Crestview, FL 32536

Conducted by: City of Crestview and Alday-Howell Engineering

1. Welcome and Introductions

- City of Crestview
- Design Engineer: John Feeney, PE – Alday-Howell Engineering
- CEI Consultant: _____
- Attendees:

2. Project Overview

- Description:
- - Widening and resurfacing of Redstone Avenue with sidewalk improvements
- - Approx. 1230 linear feet
- - 387 LF of drainage pipe
- - 2 Drainage Structures

3. Bid Information

- Bid Submission: Sealed or electronic bids
- Bid Due Date & Time: November 20, 2025, at 10:00 AM (local time)
- Submission Location: Online or City Hall
- Bid Forms & Documents: Available from John Feeney via email: john@aldayhowell.com
OR on the City's Bid website
- Addenda: Will be issued via email to all plan holders that have requested documents and posted on the City's webpage with the bid documents

4. Construction Timeline

- Anticipated Start Date: January 2026
- Substantial Completion: 180 calendar days
- Final Completion: 210 calendar days

5. Permits and Coordination

- _____ will serve as CEI and be the point of contact during construction
- FDOT and Okaloosa County Traffic Services will need to be notified prior to work at the SR 85 Connection.

6. Plans, Specifications, and Communication

- Plans and specifications available through: Alday-Howell Engineering, Inc.
- All project-related questions must be submitted in writing
- Contact: John Feeney, PE – Alday-Howell Engineering; john@aldayhowell.com
- Deadline for Questions: 5 business days before bid opening, 11/15/2025
- Responses will be issued via addendum if necessary

7. Site Access

- Site is open for observation by bidders
- No formal site visit is required, but bidders are responsible for understanding site conditions
- Safety precautions must be observed during any self-guided visits

8. Contract Requirements

- Performance and Payment Bonds will be required
- Insurance requirements per the bid documents

9. Questions & Clarifications

- Open floor for questions
- Reminder that only written responses via addendum are binding

10. Closing Remarks

- Final reminder of bid date: November 20, 2025, at 10:00 AM
- Review all bid documents and submit complete bid packages

Pre-Bid Meeting Sign-In Sheet

Project: East Redstone Avenue – ITB #26-11-20-PMO

Meeting Type: Pre-Bid Conference

Date: October 29, 2025

Time: 10:00 A.M. CST

Location: 198 N Wilson St, Crestview, FL, 32536



Company Name	Representative Name	Title	Phone Number	Email Address
City of Crestview	Jayce Vanderford, CAPM	Project Manager	850-797-8707	jaycevanderford@cityofcrestview.org
Alday-Howell Engineering, Inc.	John Feeney, PE	Project Manager	850-634-6084	john@aldayhowell.com
C.W. Roberts Contracting	Ed Miller	Estimator	(850) 549-1122	emiller@cwrccontracting.com
Anderson Columbia	Jeremy Corbin	Super	(850) 554-5336	Brandon.Piering@AndersonColumbia.com
ECSC, LLC	Frank Smith	Estimator	(850) 481-6966	fsmith@ecscfla.com
Insite Cont.	Pierre Cadenhead	Est.	850 826-0954	Pierre.Insite@gmail.com



Addendum No. 2

Project Name: East Redstone Avenue

Project Number: ITB 26-11-20-PMO

Date: November 13, 2025

Subject: Questions from Prospective Bidders

This Addendum serves to change the pavement design from 1" milling to a 1" Type SP Leveling Course and to answer any questions from prospective bidders in advance for the bid deadline of Thursday, November 20, at 10:00 AM.

1. The pavement design of the project is being amended to not include any milling of the existing surface but to add a 1" Type SP Leveling Course to the existing surface.

2. Question: Will this project have Davis-Bacon requirements?

Answer: No, this project does not have any Davis-Bacon requirements.

3. Question: Will this project be Owner-Paid materials?

Answer: No, this project will not be Owner-Paid materials.

All other terms and conditions of the bid documents remain unchanged.



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief, Brian McCallum, Major
DATE: 12/04/2025
SUBJECT: MOA Okaloosa County Overdose Fatality Review

BACKGROUND:

The Okaloosa County Overdose Fatality Review (OFR) Team is a multi-agency effort formed by entities including the Florida Department of Health in Okaloosa County, the Medical Examiner's Office, local Law Enforcement Agencies (including CPD), Hospitals, Behavioral Health Agencies, and Recovery Community Organizations.

The purpose of the OFR Team is to conduct confidential, case-based reviews of overdose fatalities. As a participant, CPD is responsible for:

- Assigning a primary and alternate representative to the team.
- Bringing its own source data consistent with applicable laws.
- Sharing case-specific knowledge in meetings.
- Assisting with crafting de-identified action plans.

The MOA ensures the confidentiality of information shared by requiring all attendees to sign an Individual Confidentiality & Participation Agreement and comply with all applicable federal and state confidentiality laws, including HIPAA and 42 CFR Part 2.

DISCUSSION:

As a participant, CPD is required to assign a primary and alternate representative to the OFR Team and share case-specific knowledge in meetings. The team reviews data elements such as medicolegal facts, EMS run narratives, hospital summaries, and law enforcement contacts to construct a timeline of events and identify missed opportunities.

CPD remains the custodian of our own source records, such as offense reports, and these documents are not uploaded or retained by the Neutral Data Custodian. All information shared is confidential and must be used solely for case review; each attendee must sign a confidentiality agreement. Meetings are not open to the public due to the nature of the confidential health and investigative information involved. The OFR Team's primary output is de-identified, systems-level recommendations and action plans, with no individual identifiers appearing in public-facing materials.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Each party, including the Crestview Police Department, is responsible for bearing its own costs associated with participation in the OFR Team. Therefore, there is no direct fiscal impact or new appropriation of funds associated with CPD's signing and adherence to this MOA.

RECOMMENDED ACTION

Staff respectfully requests a motion to accept the MOA and submit to the mayor for signature.

Attachments

1. OFR MOA Signature Page_CPD
2. OFR MOA

**INTERAGENCY MEMORANDUM OF AGREEMENT OKALOOSA COUNTY
OVERDOSE FATALITY REVIEW (OFR) TEAM SIGNATURE ADDENDUM PAGE**

**PARTY'S ACCEPTANCE OF THE MEMORANDUM OF AGREEMENT BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH IN OKALOOSA COUNTY,
MEDICAL EXAMINER'S OFFICE, OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS, LAW ENFORCEMENT AGENCIES, HOSPITALS/HEALTH
SYSTEMS, BEHAVIORAL HEALTH AGENCIES, AND RECOVERY COMMUNITY
ORGANIZATIONS PARTICIPATING IN THE OKALOOSA COUNTY OVERDOSE
FATALITY REVIEW (OFR) TEAM.**

For the Crestview Police Department

Stephen McCosker
Chief of Police
Crestview Police Department

JB Whitten
Mayor
City of Crestview

Date

Date

Interagency Memorandum of Agreement (MOA)

OKALOOSA COUNTY OVERDOSE FATALITY REVIEW (OFR) TEAM

This Memorandum of Agreement (MOA) is entered into by and among the following entities (collectively, the “Parties”):

- Florida Department of Health in Okaloosa County (“DOH-Okaloosa”), as Coordinator/Convener and Neutral Data Custodian (as designated in Section 8)
- Medical Examiner’s Office, District 1, as Medicolegal liaison and primary case source
- Okaloosa County Board of County Commissioners, local EMS provider
- Local Law Enforcement Agencies (Fort Walton Beach Police Department, Okaloosa County Sheriff’s Office, etc.)
- Hospitals/Health Systems
- Behavioral Health (BH) Agencies (treatment, MAT, transition-to-housing)
- Recovery Community Organizations (RCOs)

This Memorandum of Agreement is entered into when signed by all parties, auto-renewing annually for up to three (3) years, unless terminated per Section 13.

1. Purpose & Scope

The Parties form an Overdose Fatality Review (OFR) Team to conduct confidential, multi-disciplinary, case-based reviews of overdose fatalities for the purpose of identifying missed opportunities and recommending systems-level prevention and intervention strategies. The OFR Team is a staff-level, fact-finding quality improvement collaboration and has no decision-making authority.

2. Roles & Responsibilities

- a. DOH-Okaloosa (Coordinator): convenes meetings; issues agendas; coordinates case intake; maintains MOA roster; facilitates recommendations; manages public records requests received by DOH-Okaloosa; ensures standard operating procedures (SOPs) are followed, updating SOPs as applicable for quality improvement.
- b. Medical Examiner’s Office (Liaison): identifies potential cases; coordinates medicolegal summaries for review; acts as primary liaison for cross-agency fact development.
- c. Law Enforcement / EMS / Hospitals / BH Agencies / RCOs (Participants): bring their own source data consistent with applicable laws; share case-specific knowledge in meetings; assist with crafting de-identified action plans; assign a primary and alternate representative.
- d. Neutral Data Custodian (Section 8): operates and safeguards the secure repository approved for OFR work products (e.g., de-identified case abstracts, timelines, action plans, recommendation tracker). No partner source records or protected health information (PHI) are hosted unless expressly authorized.

3. Meetings; Government-in-the-Sunshine Posture

The OFR Team functions as an interagency staff working group engaged in investigatory fact-finding and quality improvement, not as a policy-making board. Meetings necessarily involve confidential health and investigative information. Meetings are not open to the public. Only de-identified, aggregate recommendations are later presented to appropriate decision-making bodies in accordance with Florida's open-meetings requirements.

4. Confidentiality & Use of Information

- a. Information shared for OFR purposes is confidential and must be used solely for case review and systems improvement.
- b. Each attendee must sign the Individual Confidentiality & Participation Agreement at or before each meeting and comply with all applicable federal and state confidentiality laws (including HIPAA, 42 CFR Part 2, physician/patient and hospital record statutes, medical examiner limitations, and other laws).
- c. Parties shall not redisclose any PHI or other protected information outside the OFR process except as permitted by law or by written authorization (e.g., Next-of-Kin (NOK) authorization).

5. Public Records Treatment (Chapter 119, F.S.)

- a. The Parties acknowledge that records made or received in connection with OFR activities may be public records unless exempt. The Team minimizes record creation containing identifiers. OFR work products intended for wider dissemination will be de-identified.
- b. Each Party remains the custodian of its own source records and will respond to public records requests directed to it. The Neutral Data Custodian will coordinate with DOH-Okaloosa on any requests for OFR work products it holds.

6. Scope of Shared Data

Typical data elements discussed may include: vital statistics summaries; medicolegal facts; EMS run narratives; hospital encounter summaries; behavioral health treatment history; prescription monitoring indicators; law enforcement contacts; social determinants; and NOK interview insights. Partners bring their own data; source documents are not centrally collected unless legally authorized and necessary.

7. Next-of-Kin (NOK) Authorizations

Where appropriate, the Team may seek NOK authorization to obtain and use records for a decedent. The Team will use the Okaloosa NOK Authorization to Disclose template, adapted from peer jurisdictions.

8. Data Handling, Storage & Neutral Data Custodian

- a. Custodian: The Parties designate DOH-Okaloosa as the Neutral Data Custodian for OFR work products.
- b. System: Maintains a secured reporting and data tracking system through the Adult National Fatality Review Case Reporting System (Adult NFR-CRS). Adult NFR-CRS

- will serve to store identifiable information about cases using role-based access, encryption, logging and backups. De-identified meeting materials will be stored on DOH-approved SharePoint workspace.
- c. What is stored: De-identified case abstracts, timelines, recommendation tracker, meeting agendas/minutes (de-identified), and de-identified action plans. Partner source records (e.g., medical records, EMS patient care reports (PCRs), law enforcement (LE) reports) remain with originating agencies and are not uploaded or retained by the Custodian unless expressly authorized by law and by the originating agency.
 - d. Retention: OFR work products retained for 5 years, then archived or destroyed per the Custodian's approved schedule and DOH guidance.

9. Case Selection & Review SOPs

The Team will follow the Case Selection & Review SOP and Data Handling & Storage SOP, incorporated herein by reference.

10. Recommendations & Action Plans

The Team will develop de-identified, systems-level recommendations and track implementation via the Custodian's repository. No individual identifiers appear in public-facing materials.

11. Training & Orientation

New members complete a brief orientation and sign the Individual Confidentiality Agreement before receiving access or attending meetings.

12. No Funding / No Third-Party Beneficiaries

This MOA does not obligate funds. Each Party bears its own costs. No third-party beneficiaries are intended.

13. Term; Mutual Revocation

This MOA remains in effect until terminated. Any Party may withdraw upon thirty (30) days' written notice to DOH-Okaloosa. Material confidentiality or security breaches may result in immediate suspension of access pending remedial steps.

14. Disputes; Governing Law

The Parties will collaborate in good faith to resolve issues. This MOA is governed by Florida law.

Participating agencies are as follows:

Attn: Elizabeth Rhyne, Health Officer/CHD Administrator
State of Florida, Department of Health
Okaloosa County
221 Hospital Dr. NE
Fort Walton Beach, FL 32548

Attn: Paul Mixon, Chairman
Okaloosa County Board of County Commissioners
1250 N Eglin Pkwy.
Shalimar, FL 32579

Attn: Dr. Deanna Oleske, M.D., Chief Medical Examiner
District One Medical Examiner's Office
2114 Airport Blvd Suite 1450
Pensacola, FL 32504

Attn: Robert Bage, Chief of Police
Fort Walton Beach Police Department
7 Hollywood Blvd. NE
Fort Walton Beach, FL 32548

Attn: Eric Aden, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

Attn: Stephen McCosker, Chief of Police
Crestview Police Department
201 Stilwell Blvd
Crestview, FL 32539

Attn: Mark Hayse, Chief of Police
Niceville Police Department
212 Partin Dr N
Niceville, FL 32578

Attn: Bonnie Barlow, President/Chief Executive Officer
Bridgeway Center, Inc.
205 Shell Ave.
Fort Walton Beach, FL 32548

Attn: Stephanie Fitzgerald, Chief Executive Officer
Freedom Life Compass, Inc.
PO Box 43
Valparaiso, FL 32580

Attn: Allison Hill, President/Chief Executive Officer
Lakeview Center
1221 W Lakeview Ave
Pensacola, FL 32501

Attn: Dana Clah, President/Chief Executive Officer

Emerald Coast Life Center
518 US Highway 90
Holt, FL 32564

Attn: Vanessa d'Aquin, Director of Clinical Services
Crossroads Medical Center
444 Valparaiso Parkway
Building C
Valparaiso, FL 32580

Attn: Rex Fitzgerald, Director
Project Hope Florida
3690 US 90-E
Crestview, FL 32539

15. Attachments

The following attachments are incorporated by reference and shall apply to this Agreement: Business Associate Addendum, Neutral Data Custodian Agreement, Interagency Data Sharing Protocol, Sunshine & Public Records Protocol, SOP 1: Case Selection & Review Process, SOP 2: Data Handling, Storage, & Public Record, SOP 3: Next-of-Kin (NOK) Interview Protocol, Next-of-Kin Authorization to Disclose Confidential Information, Confidentiality Agreement, and Meeting Roster.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above written. This Memorandum of Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Business Associate Addendum (BAA) for Okaloosa County OFR Team Participation

1. Purpose. This Addendum applies when a Covered Entity discloses PHI to another entity to perform services on behalf of the Covered Entity for OFR activities (e.g., generating encounter abstracts for cases selected by the OFR Coordinator). If Parties merely share information as independent Covered Entities during meetings, a BAA may not be required.
2. Permitted Uses/Disclosures. Business Associate (BA) may use/disclose PHI solely to support the Covered Entity's OFR activities as described in the MOA/SOPs, applying the minimum necessary rule. No secondary use, sale, or marketing.
3. Safeguards. BA implements administrative, physical, and technical safeguards to protect PHI; encrypts PHI in transit and at rest; restricts access to authorized personnel; maintains audit logs.
4. Subcontractors. BA ensures subcontractors agree in writing to the same protections.
5. Reporting. BA reports any breach/security incident to the Covered Entity without unreasonable delay.
6. Access/Amendment/Accounting. BA assists the Covered Entity with HIPAA rights requests to the extent applicable.
7. Return/Destruction. Upon termination or completion, BA returns or securely destroys PHI, retaining none except as required by law.
8. Term/Termination. Covered Entity may terminate upon material breach; BA will cure or cease receipt of PHI.
9. Miscellaneous. This Addendum is governed by HIPAA and Florida law and is incorporated by reference into the MOA as applicable.

Okaloosa County OFR Team Neutral Data Custodian Agreement

1. Designation & Role

DOH-Okaloosa is designated as the Neutral Data Custodian for OFR de-identified work products.

2. System & Security

Maintains a secured reporting and data tracking system through ANFR Case Reporting System. ANFR will serve to store identifiable information about cases using role-based access, encryption, logging and backups. De-identified meeting materials will be stored on DOH-approved SharePoint workspace.

3. What Is/Is Not Stored

- a. Stored: De-identified abstracts, minutes, recommendation tracker, action plans, training (SharePoint). Identifiable case indicators such as next of kin interview, vital statistics data, social media indicators, etc. (ANFR).
- b. Not Stored: Partner source records or identifiers, except as expressly authorized in writing.

4. Retention & Destruction

Holds OFR work products for 5 years; archives/destroys per approved schedule and DOH guidance.

5. Incident Response

Notifies DOH-Okaloosa of any suspected breach; cooperates in mitigation.

6. Term & Revocation

Either party may terminate on 30 days' notice; immediate suspension for material security breaches.

Okaloosa County OFR Team Interagency Data Sharing Protocol

1. Purpose & Scope

Defines what information may be shared in-meeting and how; clarifies that partners bring their own data and do not deposit source records into the central OFR repository.

2. Data Classes

- a. De-identified work products (stored centrally)
- b. Partner source records (retained by originator)
- c. NOK-authorized records (requested only as needed)

3. Minimum Necessary Standard

Partners share only the minimum information necessary to support case understanding and systems-improvement recommendations.

4. Transmission & Storage

- a. No routine emailing of PHI.
- b. If transfer is expressly authorized, use secure, approved channels; otherwise present verbally in meetings.

5. Annual Review & Amendments

- a. Protocol reviewed annually; amended as members or systems change.

Okaloosa County OFR Team Sunshine & Public Records Protocol

1. Purpose

Clarify how OFR activities align with Florida's Government-in-the-Sunshine Law and Public Records Law (Chapter 119, F.S.), and delineate procedures to minimize creation of identifiable public records while enabling transparent, systems-level accountability.

2. Meeting Structure Options

- a. Open Steering/Governing Session (Recommended): Periodic, noticed meetings to discuss de-identified recommendations, progress updates, and system-level plans. No PHI or case identifiers.
- b. Case Review Sessions: Structured as multidisciplinary staff case conferences for fact-finding and quality improvement. Conducted using de-identified case abstracts and strict confidentiality acknowledgments. No source records are exchanged or retained centrally. Any portions that would necessarily involve confidential records shall be handled via partner-to-partner review outside the group or via verbal report-outs without identifiers.

3. Public Records Treatment

- a. Only de-identified agendas/minutes and action plans are produced as OFR work products intended for broader dissemination.
- b. Each agency remains the custodian of its own source data. Requests are routed to the appropriate custodian per SOP 2.
- c. The Neutral Data Custodian holds de-identified work products only.

4. Ground Rules (to display at all meetings)

- a. Maintain confidentiality; use case IDs only.
- b. Discuss systems and touchpoints; avoid personal identifiers.
- c. Collect and return any scratch notes with identifiers to the originating agency.

Okaloosa County OFR Team SOP 1: Case Selection & Review Process

1. Objectives

Establish a consistent method to select cases and conduct high-quality, multidisciplinary reviews that yield actionable, systems-level recommendations while minimizing the creation of identifiable records.

2. Case Sources & Intake

- a. Primary sources: Medical Examiner (District 1) referrals; vital statistics queries by DOH-Okaloosa.
- b. Exclusions: Open homicide investigations unless cleared by LE; cases with active litigation where participation is not advisable.

3. Selection Criteria (examples)

- a. Recent deaths (e.g., within last 6 months preferred) to improve timeliness.
- b. Thematic focus (e.g., fentanyl-involved, polysubstance, homelessness, post-release).
- c. Systems learning value (complex multi-agency touchpoints).
- d. Overdose data trends and commonalities at time of review (age group, gender).
- e. Final selection will be determined by the Case Selection Committee, comprised of a representative from LE, EMS, MEO, DOH. Other considerations include availability of data, including Next of Kin interview participation.

4. Pre-Meeting Preparation

- a. Coordinator issues a de-identified case abstract (ID only; no names/DOB/addresses) summarizing: ME status; incident overview; key touchpoints; timeline placeholders; requests to partners to bring applicable records to the meeting (do not transmit source records to the Coordinator).
- b. Partners prepare to present facts from their own systems.

5. Review Meeting Agenda (Model)

- a. Ground rules & confidentiality reminder
- b. ME summary
- c. Timeline build (EMS → ED → BH → LE → social services → NOK insights)
- d. Identify missed opportunities/gaps
- e. Draft de-identified recommendations/action items (owner + due date)

6. Documentation

- a. The Coordinator or designee records de-identified minutes and an action plan. No names, MRNs, SSNs, or addresses appear in minutes or action plans.
- b. Any case timelines stored centrally are de-identified (case ID only). Partner source documents remain with the originating agency.

7. Post-Meeting

- a. Publish de-identified action plan to the secure repository.
- b. Track implementation; schedule follow-ups.

8. NOK Interviews

- a. When NOK insights would materially aid understanding, seek authorization using NOK form and, upon receipt, interview consistent with local practice; store only de-identified notes in the repository.

Okaloosa County OFR Team SOP 2: Data Handling, Storage & Public Records

1. Data Stewardship Principles
 - a. Minimum necessary sharing; de-identify whenever feasible.
 - b. Partners retain their own source data; the OFR repository holds only de-identified work products.
2. Repository & Security Controls
 - a. Repository: Adult NFR-CRS, DOH-approved SharePoint workspace or secure drive.
 - b. Access: Role-based permissions; individual credentials; periodic access review.
 - c. Encryption: At rest and in transit.
 - d. Logging & Backups: Access logs retained for 5 years; daily backups with secure retention.
3. What May Be Stored Centrally: De-identified case abstracts/timelines; de-identified minutes; recommendation tracker; de-identified action plans; implementation reports; training/orientation materials.
4. What May Not Be Stored Centrally (Absent Express Authorization): Partner source records (EMR printouts, EMS PCR, LE reports, full ME files), names/addresses/DOBs/MRNs, or any 42 CFR Part 2 records unless the disclosing entity authorizes and legal prerequisites are met.
5. Vital Statistics Data: DOH-Okaloosa may generate tabulations or de-identified extracts consistent with its access and any applicable data-use terms. Such derived datasets stored centrally must be de-identified and labeled “Restricted—No Redistribution.”
6. Email & File Transfer: Do not email PHI. If transfer is legally necessary and authorized, use approved secure transfer (e.g., encrypted file transfer). Prefer bring-your-own-data for in-meeting review.
7. Retention & Destruction: De-identified OFR work products retained 5 years; archive or destroy per Custodian schedule and DOH guidance. Partners follow their own retention for source data.
8. Public Records Handling: Route requests to the appropriate custodian (DOH-Okaloosa for its records; each Partner for its own records; Custodian for OFR repository items). Only de-identified OFR work products will be released; any requests that could encompass protected information are reviewed in consultation with counsel.

Okaloosa County OFR Team SOP 3: Next-of-Kin (NOK) Interview Protocol

1. Purpose

Standardize NOK outreach, consent, interviewing, data handling, and use of insights.

2. Timing & Assignments

- a. NOK interviews ideally occur 3-12 months post-fatality, conducted by a trained interviewer designated by DOH-Okaloosa or partner.

3. Authorization & Consent

- a. Use NOK Authorization before requesting or discussing records specific to the decedent.
- b. Obtain verbal consent at start of interview if recording; store consent forms securely per SOP 2.

4. Interview Materials

- a. Script and questionnaires adapted from peer jurisdictions.
- b. Trauma-informed approach; offer grief and support resources; allow split sessions.

5. Notes & Data Handling

- a. Collect only what is needed; avoid third-party identifiers where possible.
- b. Store NOK materials per SOP 2; maintain a simple data dictionary; restrict access to authorized users.

6. Incorporation into Reviews

- a. Summarize NOK insights de-identified in case abstracts; present themes at meetings; incorporate into recommendations.

NEXT-OF-KIN AUTHORIZATION TO DISCLOSE CONFIDENTIAL INFORMATION

(Okaloosa County OFR Team)

Information May Be Disclosed By:

Name: _____

Phone: _____ Address: _____

Information May Be Disclosed To: Florida Department of Health in Okaloosa County (OFR Coordinator)

Attn: _____, _____ (Title)

Address: _____

Phone: _____ Email: _____

Decedent: Name _____ DOB _____

Purpose: To allow collection and use of records (medical, behavioral health, substance use, legal/incarceration, EMS, medicolegal) for confidential review by the Okaloosa County OFR Team to identify gaps and improve prevention. All OFR members are bound by confidentiality agreements. De-identified, aggregate information may be shared in public settings consistent with Florida law.

Method of Disclosure: ☐ Pick-up ☐ Mail ☐ Secure electronic transfer ☐ Other: _____

Date Range: From date of birth to present.

Information to Be Disclosed (initial each that applies):

_____ General medical records	_____ ED/EMS summaries
_____ Behavioral health/treatment info	_____ Consultations
_____ Diagnostic reports	_____ Other: _____

Special Authorizations (initial if applicable):

_____ Substance use disorder treatment records (42 CFR Part 2)
_____ Mental health/psychotherapy notes
_____ Correctional/incarceration records

Expiration: This authorization expires on _____ (or 12 months from signature if blank).

Redisclosure & Revocation: I understand redisclosure risks; I may revoke in writing at any time, except to the extent action was already taken.

Signature (Legal Representative/NOK): _____ Date: ____/____/____

Printed Name & Relationship: _____

Witness (optional): _____ Date: ____/____/____

Individual Confidentiality & Participation Agreement (Short Form)

OKALOOSA COUNTY OFR TEAM CONFIDENTIALITY ACKNOWLEDGMENT

Meeting Date: ____/____/____

Printed Name: _____

Agency: _____

I understand that information discussed in this OFR meeting may include protected health information and other confidential data. By signing below, I agree: 1) to maintain the confidentiality of all information learned through the OFR; 2) to use such information solely for the purpose of the OFR's quality improvement mission; 3) not to disclose any individually identifiable information outside the meeting; 4) to safeguard any personal notes and to return/secure any materials provided; and 5) to comply with applicable federal and state confidentiality laws (including HIPAA and 42 CFR Part 2) and the OFR MOA and SOPs.

Signature: _____ Date: ____/____/____

(Attach to the meeting sign-in sheet; retain by DOH-Okaloosa or the Neutral Data Custodian.)



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Brian McCallum, Major, Stephen McCosker, Police Chief
DATE: 12/04/2025
SUBJECT: Axon Contract

BACKGROUND:

The Crestview Police Department requires a comprehensive upgrade and consolidation of existing contracts for officer safety equipment to remain consistent with the most up-to-date technology. This proposed 60-month agreement with Axon Enterprise, Inc. is designed to replace and terminate prior agreements, effective February 15, 2026.

The new agreement is structured as the "Officer Safety Plan 10 Plus ISLE" to standardize and modernize equipment for 61 police officers. Key hardware components included are 61 Axon Body 4 body-worn cameras and 61 new TASER 10 energy devices.

The new contract secures all necessary hardware, software, and warranties under a single agreement for a predictable, long-term operational cost.

DISCUSSION:

The contract provides a suite of advanced software and services critical for modern law enforcement operations beyond the physical hardware. This includes the Evidence.com cloud storage platform and Axon FUSUS, a real-time operations and video-sharing platform.

Furthermore, the program integrates AI-assisted tools such as Axon Draft One for report writing and Axon Auto-Transcribe to increase administrative efficiency for officers. The plan also incorporates new Virtual Reality (VR) training controllers and headsets to provide advanced scenario-based training for personnel. A significant benefit is the Technology Assurance Plan (TAP), which guarantees full replacement and refresh of body-worn cameras and docking stations on a set schedule within the contract term.

As in the past, there are certain provisions of the vendor's contract and terms and conditions which must be modified to meet requirements of Florida law and to be consistent with the City's purchasing strategies. Axon has been receptive to this type of change in our past contracts. For this reason, the requested motion is to approve the agreement subject to completion of a final contract form by the City Attorney and Axon.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality

of public services

Quality of Life- these areas focus on the overall experience when provided by the city.

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The total cost for the 60-month program is \$1,216,436.13. This bundled plan offers a total savings of \$831,528.58 compared to the unbundled price. The total cost is structured into five annual payments (Year 1 is a slightly lower upfront payment). The initial payment of \$242,469.20 is due in January 2026, followed by four subsequent annual payments of \$243,491.20. These costs cover all hardware, software licenses, maintenance, warranty, and future hardware refresh cycles throughout the contract duration, providing certainty for budgeting.

Sufficient funds are available within the approved FY2026 budget.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve entering into the agreement with satisfactory revisions from the City Attorney in coordination with the vendor, and to authorize the Mayor to sign the final contract upon its completion.

Attachments

1. Q-680489-45992JD (1) (1)



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-680489-45992JD

Issued: 12/01/2025

Quote Expiration: 12/15/2025

Estimated Contract Start Date: 02/15/2026

Account Number: 109119

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Crestview Police Dept.- FL 201 Stillwell Blvd Crestview, FL 32539-2221 USA	Crestview Police Dept.- FL 201 Stillwell Blvd Crestview FL 32539-2221 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Brian McCallum Phone: Email: mccallum@crestviewpd.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,216,436.13
ESTIMATED TOTAL W/ TAX	\$1,216,436.13

Discount Summary

Average Savings Per Year	\$166,305.72
TOTAL SAVINGS	\$831,528.58

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$242,469.20	\$0.00	\$242,469.20
Jan 2027	\$243,491.74	\$0.00	\$243,491.74
Jan 2028	\$243,491.73	\$0.00	\$243,491.73
Jan 2029	\$243,491.73	\$0.00	\$243,491.73
Jan 2030	\$243,491.73	\$0.00	\$243,491.73
Total	\$1,216,436.13	\$0.00	\$1,216,436.13

Quote Unbundled Price:	\$2,048,026.60
Quote List Price:	\$1,488,998.20
Quote Subtotal:	\$1,216,436.13

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$43,723.12)	(\$43,723.12)	\$0.00	(\$43,723.12)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$43,929.32	\$43,929.32	\$0.00	\$43,929.32
M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	61	60	\$439.80	\$287.06	\$287.06	\$1,050,639.60	\$0.00	\$1,050,639.60
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	3			\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101382	AXON FUSUS - CORE - LITE 512GB	7			\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	61			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	61	60		\$22.57	\$6.26	\$22,900.01	\$0.00	\$22,900.01
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	61	60		\$70.52	\$35.26	\$129,051.60	\$0.00	\$129,051.60
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	3			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
85144	AXON BODY 4 - PSO - STARTER	1			\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$11,999.82	\$11,999.82	\$0.00	\$11,999.82
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	7	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,216,436.13	\$0.00	\$1,216,436.13

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	61	1	01/15/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	68	1	01/15/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	68	1	01/15/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	68	1	01/15/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	01/15/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	01/15/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	01/15/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	01/15/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100126	AXON VR - TACTICAL BAG	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	61	2	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100396	AXON TASER 10 - MAGAZINE - INERT RED	2	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	1220	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	610	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100591	AXON TASER - CLEANING KIT	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	61	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	61	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100748	AXON VR - CONTROLLER - TASER 10	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101294	AXON VR - TABLET	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101300	AXON VR - TABLET CASE	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101751	AXON VR - HEADSET - HTC FOCUS VISION	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	61	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	61	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	13	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	122	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/15/2026
A la Carte	101382	AXON FUSUS - CORE - LITE 512GB	7	1	01/15/2026
A la Carte	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	3	1	01/15/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	490	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	490	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	07/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3	1	07/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	07/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	07/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	61	1	07/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8	1	07/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	01/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	490	1	01/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	01/15/2030

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	490	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	61	1	01/15/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	8	1	01/15/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101705	AXON FUSUS - LICENSE - PRO USER	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20370	AXON VR - USER ACCESS - FULL VR	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73449	AXON BODY - LICENSE - CONNECTED CAMERA	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73618	AXON COMMUNITY REQUEST	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73638	AXON STANDARDS - LICENSE	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	610	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73739	AXON PERFORMANCE - LICENSE	61	02/15/2026	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	61	02/15/2026	02/14/2031
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	61	02/15/2026	02/14/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	61	02/15/2026	02/14/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	61
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	4
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	61
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	61
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100197	AXON VR - EXT WARRANTY - HEADSET	3	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100213	AXON VR - EXT WARRANTY - TABLET	3	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	61	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	13	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	61	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/15/2027	02/14/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	61	01/15/2027	02/14/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	01/15/2027	02/14/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	7	01/15/2027	02/14/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	01/15/2027	02/14/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	01/15/2027	02/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	201 Stillwell Blvd	Crestview	FL	32539-2221	USA
2	201 Stillwell Blvd	Crestview	FL	32539-2221	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$43,929.32	\$0.00	\$43,929.32
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$43,723.12)	\$0.00	(\$43,723.12)
Upfront	101267	AXON VR - PSO - FULL INSTALLATION	1	\$11,999.82	\$0.00	\$11,999.82
Upfront	H00001	AB4 Camera Bundle	61	\$0.00	\$0.00	\$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	1	\$1,638.90	\$0.00	\$1,638.90
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	61	\$24,534.02	\$0.00	\$24,534.02
Year 1	101382	AXON FUSUS - CORE - LITE 512GB	7	\$0.00	\$0.00	\$0.00
Year 1	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	3	\$0.00	\$0.00	\$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	7	\$0.00	\$0.00	\$0.00
Year 1	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	61	\$4,353.51	\$0.00	\$4,353.51
Year 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 1	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	61	\$199,736.75	\$0.00	\$199,736.75
Total				\$242,469.20	\$0.00	\$242,469.20

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	61	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	61	\$26,129.44	\$0.00	\$26,129.44
Year 2	101382	AXON FUSUS - CORE - LITE 512GB	7	\$0.00	\$0.00	\$0.00
Year 2	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	3	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	7	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	61	\$4,636.62	\$0.00	\$4,636.62
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 2	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	61	\$212,725.68	\$0.00	\$212,725.68

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$243,491.74	\$0.00	\$243,491.74

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	61	\$26,129.43	\$0.00	\$26,129.43
Year 3	101382	AXON FUSUS - CORE - LITE 512GB	7	\$0.00	\$0.00	\$0.00
Year 3	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	3	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	7	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 3	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	61	\$4,636.62	\$0.00	\$4,636.62
Year 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 3	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	61	\$212,725.68	\$0.00	\$212,725.68
Total				\$243,491.73	\$0.00	\$243,491.73

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	61	\$26,129.43	\$0.00	\$26,129.43
Year 4	101382	AXON FUSUS - CORE - LITE 512GB	7	\$0.00	\$0.00	\$0.00
Year 4	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	3	\$0.00	\$0.00	\$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	7	\$0.00	\$0.00	\$0.00
Year 4	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	61	\$4,636.62	\$0.00	\$4,636.62
Year 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 4	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	61	\$212,725.68	\$0.00	\$212,725.68
Total				\$243,491.73	\$0.00	\$243,491.73

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	61	\$26,129.43	\$0.00	\$26,129.43
Year 5	101382	AXON FUSUS - CORE - LITE 512GB	7	\$0.00	\$0.00	\$0.00
Year 5	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	3	\$0.00	\$0.00	\$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	7	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	61	\$4,636.62	\$0.00	\$4,636.62
Year 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 5	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	61	\$212,725.68	\$0.00	\$212,725.68
Total				\$243,491.73	\$0.00	\$243,491.73

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-479467, Q-513390

Agency is terminating those contracts effective 2/15/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$206.20

Any credits contained in this quote are contingent upon payment in full of the following amounts:

0

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

12/1/2025





Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief, Brian McCallum, Major
DATE: 12/04/2025
SUBJECT: Petfinder Grant Giveaway

BACKGROUND:

The Petfinder Grant Giveaway 2025 was a sweepstakes sponsored by Nestlé Purina Petcare Company to award cash grants to animal shelter and rescue organizations. The entry period was brief, running from November 4, 2025, to November 5, 2025. To be eligible, organizations had to be registered Petfinder Pro members located in the continental United States. An entry could only be submitted by an Eligible Representative who was an employee of the organization and an attendee of the Association for Animal Welfare Advancement (AAWA) conference in Atlanta, Georgia. Our representative entered our organization.

DISCUSSION:

The entry process required Crestview Animal Services to complete the entry form at the Petfinder booth during the AAWA conference. While there was a limit of one entry per individual, the rules allowed multiple entries to be submitted for the same Eligible Organization by different employees. A total of ten (10) winning organizations were selected by a random draw on or about November 5, 2025, shortly after the sweepstakes period closed. Each of the ten winners is slated to receive a cash grant in the amount of \$1,000.00 USD. Crestview was one of the 10 winners. This grant money will be directly awarded to Crestview Animal Services to assist with general operational needs or specific animal welfare programs.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There was no purchase or payment of any kind necessary to enter or win the sweepstakes. Crestview was granted a \$1,000 award. It represents a new, unappropriated revenue source for the Animal Services Department.

RECOMMENDED ACTION

Staff recommends that the Council accept the grant and authorize the Mayor to execute the agreement.

Attachments

1. Petfinder Grant Giveaway
2. Affidavit of Eligibility

**PETFINDER GRANT GIVEAWAY 2025
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. **OVERVIEW.** The Petfinder Grant Giveaway 2025 (the “Sweepstakes”) is sponsored by Nestlé Purina Petcare Company, 1 Checkerboard Square, St. Louis MO 63134 (“Sponsor”). The Sweepstakes begins on November 4, 2025 at 12:00:00 p.m. Eastern Standard Time (“EST”) and ends on November 5, 2025 at 2:30:00 p.m. EST (the “Sweepstakes Period”).

2. **ELIGIBILITY.** The Sweepstakes is open only to shelter or rescue organizations that are located in the forty-eight (48) contiguous United States (excluding Alaska and Hawaii) or the District of Columbia that are registered Petfinder Pro members, and that are deemed by Sponsor, in its sole discretion, to be in good standing at the time of entry and at the time prizes are awarded (“Eligible Organizations”). Individuals who are (i) employees in good standing of an Eligible Organization (each, an “Eligible Representative”), (ii) attendees of the Association for Animal Welfare Advancement (“AAWA”) conference scheduled to take place November 4-6, 2025 in Atlanta, Georgia, (iii) legal residents of the forty-eight (48) contiguous United States (excluding Alaska and Hawaii) or the District of Columbia, and (iv) twenty-one (21) years of age or older at the time of entry may enter on behalf of their Eligible Organization. Such Eligible Representative must be authorized to sign and/or accept the Prize (as defined below) on behalf of their Eligible Organization. You can become a Petfinder Pro member free of charge (subject to approval) by completing an application at <https://pro.petfinder.com/register>. Employees of Sponsor and its respective parents, subsidiaries, and affiliate companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of such employees are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes Eligible Representative’s and each Eligible Organization’s full and unconditional agreement to these official rules (“Official Rules”) and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning the Prize is contingent upon fulfilling all requirements set forth herein. **ONLY WINNING ELIGIBLE ORGANIZATIONS WILL RECEIVE A PRIZE; NO ELIGIBLE REPRESENTATIVE ENTERING ON BEHALF OF AN ELIGIBLE ORGANIZATION WILL RECEIVE A PRIZE.**

3. **TO ENTER.** During the Sweepstakes Period, Eligible Representatives may enter the Sweepstakes by filling out the entry form at the Petfinder booth at the AAWA conference completely and accurately, including providing the following correct contact information: Eligible Representative’s first name, Eligible Representative’s last name, Eligible Representative’s Eligible Organization, Eligible Representative’s Petfinder Membership ID, Eligible Representative’s business email address, and phone number. Submitting an entry in accordance with these Official Rules will grant each Eligible Representative one (1) entry into the Sweepstakes. Those who do not follow all of the instructions, provide the required information on their entry, or abide by these Official Rules or other instructions of Sponsor may be disqualified. There is a limit of one (1) entry per Eligible Representative throughout the Sweepstakes Period. Multiple entries may be entered on behalf of the same Eligible Organization. Entries received before or after the Sweepstakes Period will not be accepted or be eligible to win a Prize. By submitting an entry, each Eligible Representative represents and warrants that (i) they have the requisite rights, power and authority to enter the Sweepstakes on behalf of their Eligible Organization; (ii) they have the requisite rights, power and authority to accept a Prize on behalf of their Eligible Organization; and (iii) their Eligible Organization is not prohibited from accepting a Prize from Sponsor in connection with the Sweepstakes.

Sponsor shall have the right to verify all statements made by the entrant in connection with an entry with the applicable Eligible Organization and investigate the veracity of such statements. In the event more than one (1) entry is received from any one (1) person, the first entry processed will be considered the only valid entry received. In the event of a dispute regarding an entry, entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The “authorized account holder” is the natural person who is assigned to the e-mail address by an internet access provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any potential winner may be required to show proof of being the authorized account holder.

4. **ODDS OF WINNING AND SELECTION OF WINNERS.** On or about 2:45:00 p.m. EST on November 5, 2025, Sponsor will select ten (10) potential Prize winning Eligible Organizations by random draw from among all eligible entries received during the Sweepstakes Period. **Odds of winning a Prize depends on the number of eligible entries received. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** Sponsor, in its sole discretion, reserves the right at any time to disqualify any entry or entrant that fails to comply with these Official Rules. Sponsor’s determination of the winners is final and binding.

5. **NOTIFICATION OF WINNER.** The Eligible Representatives who submitted the potential Prize winning Eligible Organizations will be notified by Sponsor via the phone number provided during entry on or about November 7, 2025. Potential winners will be subject to verification of eligibility, and each Eligible Representative who submitted the potential Prize winning Eligible Organization will be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form (“Release”) within three (3) business days after notification as communicated by Sponsor. If a potential winner cannot be reached (regardless of reason), does not respond within the designated time, there is a return of any Prize notification as undeliverable, or fails to provide the Release within the requested time period, or is disqualified for any other reason, the potential winner forfeits the Prize and the Sponsor will award the Prize to an alternate winner selected by a random drawing from among all remaining eligible entries received. Only ten (10) alternative drawings will be held, after which the Prize will remain unawarded. Upon disqualification, no further compensation will be given. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor’s sole discretion. Sponsor shall have no liability for any potential prize-winning notification that is lost, intercepted or not received by any potential winner for any reason. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.

6. **PRIZE.** There will be ten (10) Prize winning Eligible Organizations. Each winner will receive a cash grant awarded in the form of a check, with an approximate retail value (“ARV”) of \$1,000.00 USD (collectively, the “Prize”). Total ARV of all Prizes to be awarded in the Sweepstakes: \$10,000.00 USD. Prizes will be awarded to the Eligible Organization (or the Eligible Representative authorized by the winning Eligible Organization). Prize winners are solely responsible for all costs and expenses not listed in these Official Rules, including any applicable federal, state, and/or local taxes. Prize winners are also responsible for compliance with any applicable federal, state, and/or local laws and/or regulations, including during the use of the Prize. Reporting and payment of all applicable taxes resulting from acceptance or use of any Prize are the sole responsibility of the winners. Prize winners may be issued an IRS 1099 Form in the amount of the Prize value, where required by applicable law. The Prize is not transferable. In the event that the Prize cannot be awarded due to circumstances outside Sponsor’s control, an alternate Prize of equal value may be substituted at the sole discretion of Sponsor. Cash redemption, exchange or substitution is not allowed except at the sole discretion of Sponsor. All Prize details not specified in the Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize will be shipped directly to each respective Prize winning Eligible Organization to the mailing address provided

during entry within 6-8 weeks of notification. Sponsor is not responsible for any damage, mis-delivery, theft, tampering, or other injury to the Prize. Winners acknowledge that Sponsor has not made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

7. **GENERAL RULES.** Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries. The Sponsor is not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties; or (iv) any fees charged by any Internet Service Provider. By participating in the Sweepstakes, entrants, on behalf of themselves and their Eligible Organization, agree to waive, release, indemnify, defend and hold harmless Sponsor and its parent companies, and affiliated companies and subsidiaries and their directors, officers, employees, agents, including advertising and sweepstakes agencies, and assigns, and any other organizations related to the Sweepstakes (together, the “Indemnified Parties”), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use, misuse or enjoyment of a Prize or parts thereof, participation in the Sweepstakes, or in any Prize-related activity, including, without limitation, any (i) any condition or occurrence that may cause the Sweepstakes to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the Prize, or acceptance, possession, or use of the Prize, or from participation in the Sweepstakes, (iii) printing or typographical errors in any materials associated with the Sweepstakes, or (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including any injury or damage to any person’s computer related to, or resulting from, participation in the Sweepstakes or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, that the Indemnified Parties may suffer, incur or be required to pay, to the extent arising out of or relation to, or brought on behalf of any third party. Further, entrants, on behalf of themselves and their Eligible Organization, shall hold the Indemnified Parties harmless from any claims and/or damages for any injuries to either person (including but not limited to entrant or any support staff, agent, employee or contractor of entrant) or property (including but not limited to entrant’s personal property, and equipment, whether owned or rented) resulting from or occurring during entrant’s participation in this Sweepstakes or any use of the Prize.

8. **ADDITIONAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes is compromised, without liability to the entrant. The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. Individuals may not register with multiple email addresses nor may entrants use any other device or artifice to register multiple times or as multiple registrants. Any individual who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s discretion. Sponsor reserves the right in its sole and absolute discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; (ii) violates these Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by

law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating in the Sweepstakes, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Sweepstakes.

9. **IN CASE OF DISPUTE.** As a condition of entering the Sweepstakes, entrant agrees, on behalf of itself and its Eligible Organization, that: 1) under no circumstance will entrant or its Eligible Organization be permitted to obtain awards for, and entrant, on behalf of itself and its Eligible Organization, hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Sweepstakes, or Prizes awarded, will be resolved individually, without resort to any form of class action; and 3) all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, but in no event will entrant or its Eligible Organization be entitled to receive attorneys' fees or other legal costs. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. All entrants expressly agree, on behalf of themselves and their Eligible Organizations, that any legal proceedings arising out of or relating in any way to this Sweepstakes or these Official Rules must be brought only in the federal or state courts located in St. Louis County, Missouri, and entrants and their Eligible Organizations consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings. This Sweepstakes will be governed and enforced pursuant to Missouri law, excluding choice of law provisions.

10. **PUBLICITY.** Except where prohibited by law, submission of an entry constitutes and signifies each entrant's and Eligible Organization's agreement and consent that Sponsor and its designees may use entrant's and Eligible Organization's name, city, state, likeness, and/or Prize information in connection with the Sweepstakes for promotional, advertising, or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission, or other consideration, except where prohibited by law.

11. **PRIVACY.** Sponsor will be collecting personal data about entrants online in accordance with its privacy policy and as may be more specifically set forth in these Official Rules. Please review these Official Rules and Sponsor's Privacy Notice at <https://www.purina.com/privacy-policy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and use of their personal information, including for marketing purposes, and sharing of such personal information with third parties, and acknowledge that they have read and accepted Sponsor's privacy policy. If your Eligible Organization is selected as a winner, you hereby consent to have your information included in a publicly-available winner list.

12. **WINNERS LIST.** For the names of the Prize winning Eligible Organizations, send a stamped, self-addressed envelope to: Petfinder Grant Giveaway 2025 Sweepstakes winners, c/o Kicking Cow Promotions, 4429 Ridgewood Ave., St. Louis, MO 63116. Requests must be received within ninety (90) days after the Sweepstakes Period.

13. **SPONSOR'S INFORMATION.** The Sponsor of this Sweepstakes is Nestlé Purina Petcare Company, 1 Checkerboard Square, St. Louis MO 63134.

**AFFIDAVIT OF ELIGIBILITY/
RELEASE OF LIABILITY AND PUBLICITY (“Release”)
POTENTIAL PRIZE WINNER
Petfinder Grant Giveaway 2025**

1. I the undersigned, in consideration of my Eligible Organization (as defined below) being selected as a potential winner in the Petfinder Grant Giveaway 2025 (the “Sweepstakes”), do hereby declare as follows:
2. I am submitting this Release with the understanding that it will be relied upon by the Nestle Purina PetCare Company (“Sponsor”) to determine whether I am eligible to receive a Prize (as defined below) in the Sweepstakes on behalf of my shelter or rescue organization that is registered as a Petfinder Pro member, and that is deemed by Sponsor, in its sole discretion, to be in good standing at the time of entry and at the time Prizes are awarded (“Eligible Organization”).
3. I am [REDACTED] years of age, a legal U.S. resident of the State of [REDACTED], an employee in good standing of an Eligible Organization (“Eligible Representative”), an attendee of the Association for Animal Welfare Advancement Conference on November 4-6, 2025 in Atlanta, Georgia, and authorized to sign and/or accept the Prize (as defined below) on behalf of my Eligible Organization. Neither I, nor any member of any of my immediate family (parent, child, sibling and spouse of each) or my household (whether related or not), is now or was at the time of my entry in the Sweepstakes an employees, contractor, director or officer of Sponsor or its respective parents, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes (“Sponsor and Sweepstakes Parties”).
4. I understand that the notice I have received explaining the Prize verification process is not a final determination that my Eligible Organization is a winner. I understand that formal notice will be sent to me if my Eligible Organization is verified as a Prize winner, and that the decisions of Sponsor as to any eligibility and verification as a winner will be final.
5. I understand that if my Eligible Organization should be verified as a Prize winner, my Eligible Organization will be responsible for payment of all taxes on the Prize and all other fees, costs or expenses related to the Prize that are not specified in the Sweepstakes Official Rules (copy attached) and as set forth below.
6. I understand that my Eligible Organization is entitled to receive only the announced prize of a grant, awarded in the form of a check, with an approximate retail value (“ARV”) of \$1,000.00 USD, as more fully described in the Official Rules (collectively, the “Prize”). I understand that the Prize is non-transferable and may not be substituted at my/my Eligible Organization’s option. I understand that there are no cash redemptions. I understand that I (on behalf of my Eligible Organization) must accept delivery of the Prize in the manner and on the dates set forth by the Sponsor. I further understand that my Eligible Organization may be issued a 1099 tax form for the retail value of the Prize, where required by applicable law, and I agree to execute any required documentation reasonably required in connection therewith.
7. I represent that I have perpetrated no fraud or deception completing this Release or in claiming the Prize on behalf of my Eligible Organization.

CHI:2904503.1

CHI:2904503.1

US_ACTIVE-209129873.v2-CHYANG-385370-00003 11/5/2025 12:02 PM

8. I understand that if I do not return this Release within **Three (3)** business days of the receiving date, my Eligible Organization forfeits any opportunity it may have to win a Prize.
9. I agree, in addition to any other remedies that may be asserted against me or my Eligible Organization, to return any Prize, or the present cash value thereof, that may be awarded to my Eligible Organization if any statement made by me in this Release is proven to be false.
10. I certify that my correct name, complete address, daytime and evening phone numbers, employer name, and date of birth are stated below.
11. In consideration of my participation in the Sweepstakes sponsored by Sponsor, and of the possible award to my Eligible Organization of a Prize therein, and for other good and valuable consideration, receipt of which is hereby acknowledged, I, for myself, my Eligible Organization, my heirs, executors and administrators, hereby waive, release, discharge and agree to defend, indemnify and hold harmless Sponsor and Sweepstakes Parties, their respective officers, employees and directors, and anyone authorized by any of them, from any and all losses, damages, costs, expenses, rights, claims, demands, and actions of any kind which I, my Eligible Organization, my heirs, executors or administrators may have, or any other party may have, arising from or in connection with my participation in and/or my Eligible Organization's use of the Prize awarded in the Sweepstakes, or any participation in Prize-related activities and any travel related thereto, including but not limited to personal injuries, death, disability, property damages, and attorneys' fees and expenses for litigation and settlement.
12. IF WINNER IS FROM CALIFORNIA- I, on behalf of myself and my Eligible Organization, acknowledge that I have read the foregoing paragraph 121 and know and understand the full contents and effects of it. I understand the full nature, extent, and import of Section 1542 of the California Civil Code and of the entire Release stated in Paragraph 11. Accordingly, I, on behalf of myself and my Eligible Organization, waive and relinquish, any and all rights or benefits that I or my Eligible Organization may have under the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
13. **If potential winner is a resident of Tennessee, he/she may cross out this section if they wish.** In consideration of any Prize that may be awarded to my Eligible Organization, I, on behalf of myself and my Eligible Organization, hereby grant full permission to Sponsor and Sweepstakes Parties and anyone authorized by any of them, to use my and/or my Eligible Organization's name, photograph, voice and/or likeness, in whole or in part, in any and all media worldwide without territorial, time or other use limitation without additional compensation, for the purposes of advertising and trade and in connection therewith, I, on behalf of myself and my Eligible Organization, hereby release them and each of them from all liability.
14. I acknowledge, on behalf of myself and my Eligible Organization, that this Release is made in the State of Missouri and shall be construed and interpreted in accordance with the internal laws of the State of Missouri, applicable to contracts made and performed entirely therein without regard to conflicts of laws principles. I, on behalf of myself and my Eligible Organization, agree and consent that jurisdiction and venue of all matters relating to this

Release shall be vested exclusively in the federal, state and local courts within St. Louis County, Missouri.

15. I, on behalf of myself and my Eligible Organization, declare under penalty of perjury and the laws of the United States that the foregoing and all information below is true and correct. I attest that I have read or have had read to me and I understand all of the foregoing provisions of this document and that I, on behalf of myself and my Eligible Organization, agree to be bound by all of them.
16. By participating, I, on behalf of myself and my Eligible Organization, agree to the processing of my personal data by Sponsor and that personal information provided under this form will be used, distributed, and maintained in accordance with Sponsor's Privacy Policy. If completing this form on behalf of another individual, you will ensure that you have the required consent from those individuals to whom the personal information relates, or you satisfy an applicable legal basis for doing so, in compliance with all applicable laws, to enable Sponsor to process such personal information.
- 17. I UNDERSTAND AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS AND RIGHTS I, OR MY ELIGIBLE ORGANIZATION, MAY HAVE AGAINST SPONSOR AND SWEEPSTAKES PARTIES AND THAT NO ACTION WILL BE TAKEN BY OR ON BEHALF OF MYSELF OR MY ELIGIBLE ORGANIZATION WITH RESPECT TO ANY SUCH RIGHTS. I UNDERSTAND THAT THIS RELEASE SHALL BE BINDING UPON MY ELIGIBLE ORGANIZATION, HEIRS, EXECUTORS, SUCCESSORS, AND ASSIGNS.**

- Eligible Representative Name Printed _____
- Potential Prize-Winning Eligible Organization Name Printed _____
- Eligible Representative Age _____
- Signature of Eligible Representative _____
- Date _____
- Eligible Organization Address

- City _____ State _____
- Zip Code _____
- Eligible Organization Telephone No. _____

- Eligible Representative Date of Birth _____

- Eligible Representative Address _____

- City _____ State _____

- Zip Code _____

- Eligible Representative Telephone No. _____

(Check appropriate choice and sign only once in space A or B below):

- ___ A. I accept (on behalf of my Eligible Organization) any Prize for which my Eligible Organization may be eligible and agree, on behalf of myself and my Eligible Organization, to be bound by the terms and conditions of the above Release.

Signature _____ Date _____

NOTARY PUBLIC:

Subscribed and sworn before me the _____ day of _____, 2025.

Notary Public Signature

My Commission Expires on the _____ day of _____.

STATE OF: _____ COUNTY OF: _____

OFFICIAL SEAL AFFIXED HERE

- ___ B. I refuse (on behalf of my Eligible Organization) any Prize for which my Eligible Organization may be eligible and hereby release and agree to hold harmless, on behalf of myself and my Eligible Organization, Sponsor and Sweepstakes Parties from any and all liability in connection therewith.

Signature _____

Date _____



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Strategic Initiatives Director, Barry Henderson, Development Services Director
DATE: 12/04/2025
SUBJECT: Kimley-Horn & Associates CSC

BACKGROUND:

The City has been in contract with Kimley-Horn and Associates since December of 2022. The contract provides for one-year extensions.

DISCUSSION:

The City has contracted with Kimley-Horn on a few projects, including the Downtown Activation Roadmap Tactic (DART), the Comprehensive Plan Evaluation and Appraisal update, and the Water Supply Plan update. The Comprehensive Plan and Water Supply Plan are still in progress, and the staff anticipates a desire to work with this firm in the future. For these reasons, the contract would need to be extended, in this case until December 31, 2026.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This item will have no direct financial impact.

RECOMMENDED ACTION

Staff respectfully requests approval of the attached extension, and to send to the mayor for signature.

Attachments

1. Kimley-Horn Contract Extension



FIRST AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL PLANNING SERVICES

This First Amendment to Continuing Contract for Professional Planning Services is between the City of Crestview, Florida (“City”), a municipality organized and existing in accordance with the laws of the State of Florida, 198 North Wilson Street, Crestview, Florida 32536 and Kimley-Horn and Associates, Inc., (“Consultant”) for the purpose of renewing the terms of the existing contract between parties.

WHEREAS, on or about December 13, 2022, the City and Consultant entered into a Continuing Contract for Professional Planning Services (“Agreement”); and

WHEREAS, the parties desire to extend the term of the agreement for an additional one-year term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Agreement term is extended to December 31, 2026.
2. All other terms of the Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Continuing Contract for Professional Planning Services to be executed by their duly authorized representatives as of the date first written above.

CITY OF CRESTVIEW, FLORIDA

J.B. Whitten, Mayor

Attest by: Natasha Peacock, Interim City Clerk

Date

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Title: Shawn Kalbli, Associate



**FIRST AMENDMENT TO CONTINUING CONTRACT FOR
PROFESSIONAL PLANNING SERVICES**

Date: December 2, 2025



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Robin Thrailkill, Executive Assistant, Kyle Lusk, Carlos Jones, Director
DATE: 12/04/2025
SUBJECT: Crestview WWTF Rapid Infiltration Basins No 6-9 Award

BACKGROUND:

The wastewater treatment plant (WWTP) is reaching its permitted limit for disposal capacity. The addition of new rapid infiltration basins (RIB) will increase the plant's ability to dispose of treated wastewater. This will allow the WWTP to be able to support the expanding growth for the City's sewer needs. Four new ribs have been designed and permitted on a parcel adjacent to the existing WWTP.

DISCUSSION:

This project is for the construction of four new RIBS at the WWTP. The design and permitting were completed last fiscal year and \$4 million in funding has been added in this fiscal year's CIP to complete construction. There were eight bidders with a total of seven responsive bidders ranging from \$2.4 to \$3.8 million. Green Energy Contracting is the lowest responsible bidder at \$2,468,694.98.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The lowest responsible bidder is Green Energy Construction, and the amount of the bid is \$2,468,694.98 (two million, four-hundred sixty-eight thousand, six-hundred ninety-four dollars and ninety-eight cents). Funding for this project has been secured via a State Revolving Loan.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the contract with Green Energy Contracting for the construction of RIBS 6-9.

Attachments

1. Crestview RIBs 6-9 Recommendation of Award
2. Green Energy Contracting Final Bid Packet



25 W. Cedar Street
Suite 350
Pensacola, FL 32502-5911
O +1 (850) 438 2740
F +1 850 939 0035
www.jacobs.com

December 1, 2025

Mr. Carlos Jones
Public Services Director
City of Crestview, FL
715 N Ferdon Blvd
Crestview, FL 32536

Subject: CRESTVIEW WWTF RAPID INFILTRATION BASINS NO. 6-9
BID NO. 25-11-20 Jacobs Project No.: D3679500

Dear Mr. Jones:

We have completed our review of the bids received and publicly read on November 20, 2025, for the above-referenced project. Bids were received from eight general contractors. The names of the submitting contractors and their corresponding bid amounts are summarized below:

Company	BID
Green Energy Contracting, LLC	\$ 2,468,695
Gulf Coast Utility Contractors, LLC	\$ 2,787,339
ECSC, LLC	\$ 3,348,130
James David Site Prep	\$ 3,748,940
Jumeaux Inc.	\$ 3,867,730
L&K Contracting Company, Inc.	\$ 3,919,600
Chavers Construction, Inc.	\$ 4,059,944
Talcon Group	\$ 4,548,832

The apparent low, responsive, responsible bidder is Green Energy Contracting, LLC. The Green Energy bid documents appear to be properly completed and without any apparent errors. We have contacted several references listed in the bid submittal and the responding references did not note any negative issues.

Pending final review by the City, Jacobs recommends award of the contract to Green Energy Contracting, LLC. for the base bid amount of \$2,468,695. Please give me a call if you have any questions or need additional information.

Sincerely,

Greg Terry, P.E.
Project Manager

CRESTVIEW WWTF RAPID INFILTRATION BASINS NO. 6 - 9



Prepared for the
CITY OF CRESTVIEW, FL

Volume 1 of 2
Specifications

For information regarding
this project, contact:

Greg Terry PE
25 W Cedar Street, Suite 350
Pensacola, FL 32502
Phone: 850-336-5038

Jacobs

Project No. D3630100

OCTOBER 2025

BID DOCUMENTS

SECTION 00300

BID FORM

SUBMITTED: 11/20/2025
Date

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW**
Crestview WWTF Rapid Infiltration Basins No. 6-9

NAME OF BIDDER: Green Energy Contracting, LLC

BUSINESS ADDRESS: 1305 HWY 90 West. Holt, FL 32564

Phone No.: 850-537-4043 Fax No.: _____

E-Mail Address: gregb@gecontracting.net

CONTRACTOR'S FLORIDA LICENSE NO.: FL General Contractors License CGC1526680
FL Underground Utility License CUC1225463

THIS BID IS SUBMITTED TO: City of Crestview, Florida (hereinafter called Owner) acting through its City Commission.

1. The undersigned Bidder offers and agrees to enter into an Agreement with Owner in the form included in the Bidding Documents, to complete all work for the Contract Price and within the Contract Time, all in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the Owner's time for accepting for Bid and the disposition of Bid Bond.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

- (a) Bidder has examined copies of all the Bidding Documents and of the following addenda:

No. <u>1</u>	Dated <u>11-20-25</u> ;	No. _____	Dated _____
No. <u>2</u>	Dated <u>11-20-25</u> ;	No. _____	Dated _____
No. <u>3</u>	Dated <u>11-20-25</u> ;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____

(Receipt of all which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Bidders.

- (b) Bidder has examined the site and locality where the Work is to be performed and the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- (c) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - (d) Bidder hereby agrees if this Bid is accepted, to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete all work of the Project within the Contract Time stipulated in the Agreement (Section 00500). Bidder further agrees to pay as liquidated damages the amount stated in the Agreement for each consecutive calendar day completion of the work is delayed.
4. Bidder submits the following unit prices to perform all the Work as required by the Drawings and Specifications for the City of Crestview. Bid shall be awarded based on Total Base Bid. Estimated quantities may exceed items listed. Payment based on installed quantities.
5. All Bid Items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
6. The following documents are attached to and made a condition of this Bid:
- (a) **Bid Security (Section 00410 and surety bond or cashier's check).**
 - (b) **Power of Attorney (for surety bond only).**
 - (c) **Public Entities Crime Form (Section 00470)**
 - (d) **Noncollusion Affidavit (Section 00480).**
 - (e) **Trench Safety Affidavit (Section 00490).**
 - (f) **Corporate authority to execute Bid for any corporate employee other than president or vice president.**
 - (g) **Questionnaire and Subcontractor Listing (Sections 00301 and 00301-A).**
 - (h) **Evidence of Bidder's Certification and License to perform the work.**
 - (i) **Experience and financial statement demonstrating the Bidder's ability to successfully complete the work.**
 - (j) **References (Section 00302).**
 - (k) **Similar Projects (Section 00303).**
 - (l) **Drug Free Workplace (Section 00310).**
7. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

8. **COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) are included in the various items of the proposal and in the Total Bid Price. For informational purposes only, the Bidder is required to further identify these costs, to be summarized below:

	Trench Safety Measure Description	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	Storm	LF	336	\$ 2.00	\$ 672.00
B	12" Forcemain	LF	1,100	\$ 1.00	\$ 1,100.00
C	12 Gravity Sewer	LF	880	\$ 1.00	\$ 880.00
D	10" Gravity	LF	2,900	\$ 1.00	\$ 2,900.00
TOTAL:					\$ 5,552.00

THIS IS NOT A PAY ITEM. The purpose of this form is to disclose information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Bid Price. Contractor will not receive additional payment if actual quantities differ from those estimated above or if the Contractor uses a safety measure different than those listed.

Failure to complete the above may result in the Bid being declared non-responsive.

BID SUMMARY

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Item Cost
1	Mobilization / Demobilization	1	LS	\$55,400.00	\$ 55,400.00
2	Surveying, Staking, and Record Drawings	1	LS	\$22,916.00	\$ 22,916.00
3	Erosion and Sediment Control	1	LS	\$6,626.00	\$ 6,626.00
4	Site Clearing and Grubbing	1	LS	\$107,922.00	\$107,922.00
5	Site Grading	1	LS	\$174,468.00	\$ 174,468.00
6	Pond Liner	1	LS	\$196,190.00	\$196,190.00
7	RIB Access Drives	4	EA	\$ 5,325.00	\$21,300.00
8	RIB Emergency Overflows	4	EA	\$7,025.00	\$28,100.00
9	RIB Outlet Risers	8	EA	\$ 4,185.00	\$ 33,480.00
10	Fencing	4,350	LF	\$ 9.35	\$40,672.50

Crestview WWTF Rapid Infiltration Basins No. 6 – 9

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Item Cost
11	Double Swing Gate	1	EA	\$1,925.00	\$1,925.00
12	Field Gate	1	EA	\$1,100.00	\$1,100.00
13	Access Road	25,200	SF	\$ 2.73	\$ 68,796.00
14	Stormwater Outfall	1	LS	\$ 70,462.00	\$70,462.00
15	Effluent Force Main	1,092	LF	\$ 62.94	\$ 68,730.48
16	RIB Splitter Box	1	LS	\$88,570.00	\$88,570.00
17	12" Gravity Pipe	860	LF	\$ 75.80	\$ 65,188.00
18	12" Valve Manhole	2	EA	\$ 16,380.00	\$ 32,760.00
19	10" Gravity Pipe	2,860	LF	\$ 41.25	\$ 117,975.00
20	10" Valve Manhole	2	EA	\$14,748.00	\$ 29,496.00
21	RIB Pump Station Upgrades	1	LS	\$1,158,198.00	\$1,158,198.00
22	Site Restoration	1	LS	\$ 78,420.00	\$ 78,420.00
TOTAL BASE BID					\$ 2,468,694.98

TOTAL BASE BID

\$ 2,468,694.98

(In numbers)

Two Million Four Hundred Sixty-Eight Thousand Six Hundred Ninety-Four and 98/100 Dollars

(In words)

NAME OF BIDDER: Green Energy Contracting, LLC

A CORPORATION

Green Energy Contracting, LLC
(Corporation Name)

Florida
(State of Incorporation)

By Patrick S. Davis
(Name of Person Authorized to Sign)

President
(Title)

(Authorized Signature)

(Corporate Seal)

Attest Teresa D. Wise
(Secretary)



Business Address: 1305 HWY 90 West, Holt, FL 32564

Phone No.: 850-537-4043

Fax No.: _____

E-Mail Address: patrick@gecontracting.net

Corporation President: Patrick S. Davis

Florida License No.: FL General Contractors License CGC1526680
FL Underground Utility License CUC1225463

NAME OF BIDDER: _____

A JOINT VENTURE

By _____ (Name) _____ (SEAL)

(Address)

By _____ (SEAL)
(Name)

(Address)

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

8. List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: Western Surety Company

Surety's Address: 151 N. Franklin Street, Chicago, IL 60606

Name and address of Surety's resident agent for service of process in Florida:

Acentria

104 W Romana Street

Pensacola, FL 32502

SCHEDULE OF MANUFACTURERS/SUPPLIERS

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see Paragraph 6.05 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Low Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or "or equal" is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.05 of the General Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.05 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitutions or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitutions or "or equal" items such as increased electrical requirements, larger buildings, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by the Contractor and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply any additional information on proposed substitutes or "or equal" items prior to Notice of Award.

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS

Item No.	Equipment Item	Base Bid Material
1.	Gainey's Precast	\$ 49,380.00
2.	Pump & Process (Barnes Pumps)	\$ 132,833.00
3.	Tesco Controls	\$ 222,956.00
4.	Ferguson - Pipe and Fittings	\$ 415,701.00

SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions, or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraph 6.05, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List that must be included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List and submitted at the time of Bid will be evaluated by the Engineer in accordance with the General Conditions.

SUBSTITUTION LIST OF
MANUFACTURERS/SUPPLIERS

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	<u>No</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
2.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
6.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
7.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
9.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
10.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

END OF SECTION

SECTION 00301
QUESTIONNAIRE

DATE: 11/20/2025

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW, FLORIDA**

NAME OF BIDDER: Green Energy Contracting

BUSINESS ADDRESS: 1305 HWY 90 West, Holt, FL 32564

Phone No. 850-537-4043

CONTRACTOR'S FLORIDA LICENSE NO. FL General Contractors License CGC1526680
FL Underground Utility License CUC1225463

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a Florida Licensed Contractor?
2011

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

Refer to Section 00303 (Similar Projects)

Heritage Plantation Sewer Wastewater Treatment Plant \$5 Million

3. Have you ever failed to complete work awarded to you? If so, where and why?

No.

4. Name three (3) municipalities for which you have performed work and to which you refer:

Refer to Section 00302 (References)

5. Have you personally inspected the sites of the proposed work? Describe any anticipated problems with the site and your proposed solutions?

Yes.

6. Will you subcontract any part of this work? If so, describe which portions:

Yes, Green Energy Contracting intends to subcontract the following scopes of work: Fence,
Pond Liner, Certified Surveyor and Electrical

7. What equipment do you own that is available for the work?

Excavator, dozer, skid steer, lull, loader, vacuum truck, vacuum trailer, hydroseeder, water truck
trimble GPS unit, dump truck, off road truck

8. What equipment will you purchase for the work?

GEC does not plan on purchasing any equipment for the project.

9. What equipment will you rent for the work?

GEC does not plan on renting any equipment for the project.

END OF SECTION

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed subcontractors to be used for this project regardless of racial or gender grouping.

****THE BIDDER SHALL SELF-PERFORM AT LEAST 50% OF THE PROJECT****

<u>Firm Name, Address and Telephone Number</u>	<u>Trade</u>	<u>Estimated Dollar Amount</u>
* Wise Services 100 Everitt Ave Panama City, FL 32401	Electrical	\$ 235,250.00
* Erosion Control Systems 8000 SE 23rd Drive Webster, FL 33579	Pond Liner	\$ 130,320.00
* Flying A Fence Bonifay, FL	Fence	\$ 39,725.00
* _____ _____ _____	_____ _____ _____	\$ _____
* _____ _____ _____	_____ _____ _____	\$ _____
* _____ _____ _____	_____ _____ _____	\$ _____

Use additional sheets if necessary.

END OF SECTION

SECTION 00303

SIMILAR PROJECTS

Project Name: Green Energy Contracting

List at least five (5) similar projects completed in the last three years that indicate the experience and qualifications of the Bidder (relative to this project). Information should include Owner's name with contact person; description of work including Bidder's responsibilities; original contract price; final contract price; original contract time; actual time to complete the project; and any relevant circumstances or conditions about the project.

PROJECT NAME: Water Reclamation of NW Florida Waste Water Treatment Facility Expansion**OWNER'S NAME:** Water Reclamation of Northwest Florida**CONTACT:** Derek Doughty **PHONE:** 850-293-4274**PROJECT DESCRIPTION:** Construction of 125,000 Gallon Per Day Waste Water Treatment Plant, 900 SF Office, and electrical upgrades**ORIGINAL CONTRACT AMOUNT:** \$ 5,000,000.00**FINAL CONTRACT AMOUNT:** \$ 5,000,000.00**NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS:** 0.00**ORIGINAL CONTRACT TIME (Substantial Completion):** 12 Months**ACTUAL TIME TO COMPLETE (Substantial Completion):** 12 Months**OTHER RELEVANT INFORMATION:** _____**PROJECT NAME:** Water Reclamation of NW Florida Waste Water Treatment Yearly Maintenance**OWNER'S NAME:** Water Reclamation of Northwest Florida**CONTACT:** Derek Doughty **PHONE:** 850-293-4274**PROJECT DESCRIPTION:** Job order contractor - will call**ORIGINAL CONTRACT AMOUNT:** \$ 550,000.00**FINAL CONTRACT AMOUNT:** \$ 550,000.00**NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS:** 0.00**ORIGINAL CONTRACT TIME (Substantial Completion):** 12 Month Renewal**ACTUAL TIME TO COMPLETE (Substantial Completion):** Ongoing**OTHER RELEVANT INFORMATION:** _____

PROJECT NAME: Navy Federal Credit Union

OWNER'S NAME: Hensel Phelps

CONTACT: Don Shoop **PHONE:** 20-748-4302

PROJECT DESCRIPTION: Site Development - Installation of 3 ponds with liners, master lift station, gravity/pressure sewer, potable water, clearing/grubbing, site grading, road construction

ORIGINAL CONTRACT AMOUNT: \$ 9,200,000.00

FINAL CONTRACT AMOUNT: \$ 11,500,000.00

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 50 Change Orders \$2,300,000.00

ORIGINAL CONTRACT TIME (Substantial Completion): 24 months

ACTUAL TIME TO COMPLETE (Substantial Completion): 30 months

OTHER RELEVANT INFORMATION: Change orders were due to design changes on the project and customer adds due to the design build project.

PROJECT NAME: Eglin AFB and Hurlburt Field Housing Revitalization

OWNER'S NAME: Corvias Military Living

CONTACT: Bob McDonald **PHONE:** 850-333-9569

PROJECT DESCRIPTION: Revitalization of existing subdivision infrastructure and construction of new subdivisions for military personnel. Included revitalization or installation of new water, sewer and storm utilities, refurbishment of multiple lift stations as well as new installs. Clearing, grubbing, utility, road construction, concrete, fencing, stabilization.

ORIGINAL CONTRACT AMOUNT: \$ Multiple Contracts \$60,000,000.00

FINAL CONTRACT AMOUNT: \$ Multiple Contracts \$60,000,000.00

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 0.00

ORIGINAL CONTRACT TIME (Substantial Completion): 7 years

ACTUAL TIME TO COMPLETE (Substantial Completion): 7 years

OTHER RELEVANT INFORMATION: _____

PROJECT NAME: Patriot Ridge Subdivision Phases 1-16
OWNER'S NAME: Matovina and Company
CONTACT: Greg Matovina **PHONE:** 904-292-9050
PROJECT DESCRIPTION: Construction of 16 Phases of Patriot Ridge Subdivision in Crestview, FL.
Scope of work: Clearing and grubbing, mass grading, pad construction, gravity sewer, forcemain,
lift station, potable water, concrete curb, roadway, asphalt, striping and signage

ORIGINAL CONTRACT AMOUNT: \$ Multiple Contacts \$38,000,000.00
FINAL CONTRACT AMOUNT: \$ Multiple Contacts \$38,000,000.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 0.00
ORIGINAL CONTRACT TIME (Substantial Completion): 0.00
ACTUAL TIME TO COMPLETE (Substantial Completion): 5 Years
OTHER RELEVANT INFORMATION: _____

PROJECT NAME: _____
OWNER'S NAME: _____
CONTACT: _____ **PHONE:** _____
PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____
FINAL CONTRACT AMOUNT: \$ _____
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____
ORIGINAL CONTRACT TIME (Substantial Completion): _____
ACTUAL TIME TO COMPLETE (Substantial Completion): _____
OTHER RELEVANT INFORMATION: _____

SECTION 00310

DRUG-FREE WORK PLACE

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

Green Energy Contracting, LLC does:
(Name of Business)

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

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

X _____
Proposer's Signature
11/20/2025
Date

(THIS FORM MUST BE COMPLETED IF APPLICABLE AND RETURNED WITH YOUR PROPOSAL)

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Green Energy Contracting, LLC as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Crestview, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid) 5% of Total Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.
Signed, this 17th day of November, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to City of Crestview, Florida, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Blackwater Golf Club Lift Station and Force Main Project.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

PW\JA\CITY OF CRESTVIEW FL\D3630100
APRIL 2, 2025

BID BOND
00410-1

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed ninety (90) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

Crestview WWTF Rapid Infiltration Basins No. 6 – 9

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

Principal (Print Full Name):

Green Energy Contracting, LLC

By: [Signature] (L.S.)

Title: President

Attest: [Signature] Vice-President
Signature and Title

Surety (Print Full Name):

Western Surety Company

Surety's Name and Corporate Seal

By: Daniel F. Oaks
Signature (attach power of attorney)

Title: Attorney-In-Fact

Attest: [Signature]
Signature and Title

Savannah Johnson
Secretary

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel F Oaks, Christopher Thomas, Individually

of Pensacola, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of December, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of November, 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00470

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Crestview
(print name of the public entity)
- by Patrick S. Davis
(print individual's name and title)
- for Green Energy Contracting
(print name of entity submitting sworn statement)

whose business address is

1305 HWY 90 West

Holt, FL 32564

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-1348542

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order.)

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



(signature)

Sworn to and subscribed before me this 20 day of Nov, 2025.

Personally known _____ Teresa D. Wise

OR Produced identification _____ Notary Public - State of Florida

(type of identification)

My commission expires June 16, 2029

Teresa D. Wise
(printed, typed or stamped commissioned name of notary public.)

END OF SECTION



SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Okaloosa

Patrick S. Davis, being first duly sworn deposes and says that:

1. He (it) is the President, of Green Energy Contracting, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By 

Sworn and subscribed to before me this 20 day of Nov, 2025, in the State of Florida, County of Okaloosa.

Teresa D. Wise Notary Public



My Commission Expires: June 16, 2029

END OF SECTION

SECTION 00490

TRENCH SAFETY COMPLIANCE

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards, will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of Florida) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) and Estimated Cost

(Cost in Words)

TOTAL \$

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Company Name: Green Energy Contracting

Date: 11/20/2025

By: 



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 12/04/2025
SUBJECT: Ordinance 2009, Electric Bikes on Downtown Sidewalks

BACKGROUND:

Recently, there has been an increase in use of electric micromobility devices (electric bikes, electric scooters, etc.) across the country, as well as in Okaloosa County and the City of Crestview.

DISCUSSION:

Staff from the County and many of the municipalities within the county participated in two workshops to iron out the regulatory language contained in this ordinance. A primary goal of these workshops was to ensure that the regulations across the county would be the same, to limit confusion regarding what rules applied each jurisdiction. As a result, Section 3 of the attached ordinance provides for a new Article IV in Chapter 74, which provides the same regulations that are being proposed within the other jurisdictions in the county.

Section 4 of the proposed ordinance is unique to the template developed by the working group, but serves to specify that the use of scooters, in addition to the previously listed micromobility devices (skateboards, roller blades and skates) is prohibited on both streets and sidewalks in the downtown area. It also adds a prohibition on e-bikes, e-scooters, and other micromobility devices not specifically listed, on the sidewalks in the downtown area. This will prevent physical and visual deterioration of the recently completed main street streetscape project, and help reduce public safety issues related to the use of such devices on sidewalks intended for pedestrian travel.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact anticipated by the passage of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2009 on first reading, and send to second reading for adoption.

Attachments

1. Ordinance 2009 - E-Bikes, Etc

ORDINANCE 2009

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA; CREATING CHAPTER 74, ARTICLE IV - ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES; AMENDING SECTION 74-6 – SKATEBOARDS, ROLLER BLADES AND SKATES PROHIBITED ON DOWNTOWN STREETS AND SIDEWALKS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the public has a growing interest in using personal micromobility devices, including electric bicycles and motorized scooters for transportation and recreational purposes; and

WHEREAS, the City of Crestview City Council supports the safe use of low-cost, energy-efficient micromobility devices on City roads and rights-of-way; and

WHEREAS, Florida Statute 316.2128(1) grants micromobility device and motorized scooter operators, "all of the rights and duties applicable to the rider of a bicycle," including the right to operate motorized scooters on sidewalks, streets, and trails; and

WHEREAS, Sections 316.2128 and 316.20655, Florida Statutes, regulate micromobility devices and authorize the City, under certain circumstances, to adopt an ordinance governing the operation of micromobility devices on streets, highways, sidewalks, and sidewalk areas under the City's jurisdiction; and

WHEREAS, Florida Statute 316.2128(1), further allows local governments to adopt ordinances governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; and

WHEREAS, The City Council of the City of Crestview on December 8, 2025, held an advertised public hearing for the first reading of this proposed Ordinance, which provided for comments and public participation in process in accordance with the requirements of state law; and

WHEREAS, The City Council has considered the creation of Chapter 74, Article IV and amendment of Section 74-6 of the Code of Ordinances of the City of Crestview Florida and received public comment at an advertised public hearing for the final reading of the proposed Ordinance on January 12, 2026.

NOW, THEREFORE, be it ordained by the City Council of the City of Crestview, Florida as follows:

SECTION 1 - AUTHORITY. The authority for enactment of this Ordinance is Section 166.021, Florida Statutes, and the City Charter.

SECTION 2 - RECITALS. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 3 - CREATING CHAPTER 74, ARTICLE VI. Chapter 74, Article IV of The Code of Ordinances of the City of Crestview is hereby created to read as follows:

Sec. 74-80. – Electric bicycles, motorized scooters, and micromobility devices.

The following definitions shall apply throughout Chapter 74:

Bicycle: Every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device. (F.S. § 316.003 (4))

Bicycle Lane: shall mean a portion of a roadway designated for the preferential or exclusive use of bicycles and designated by a bicycle symbol pavement marking and signage in accordance with Florida Department of Transportation and standards and the Manual of Uniform Traffic Control Devices. (F.S. § 316.003 (5))

Bicycle Path: shall mean any road, path, or way that is open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within a public or publicly accessible right-of-way or within an independent right-of-way. (F.S. § 316.003(6))

Electric Bicycle or E-Bike: means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts. This term includes devices defined as electric bicycles pursuant to section 316.003(23), Florida Statutes, as may be amended. However, this term does not include “wheelchairs” or “other power-driven mobility devices” as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Micromobility Device: means motorized scooters and electric bicycles as defined herein and shall include any motorized transportation device which is incapable of traveling at speeds greater than twenty (20) miles per hour on level ground. This term shall also include those devices defined in section 316.003(41), Florida Statutes, as may be amended. However, this term does not include “wheelchairs” or “other power-driven mobility devices” as defined under the ADA, 28 CFR § 35.104, as may be amended.

Motorized Scooter or E-Scooters: means any vehicle or micromobility device, other than an electric bicycle, that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles

per hour on level ground. This term includes those devices defined as motorized scooters pursuant to section 316.003(48), Florida Statutes, as may be amended. However, this term does not include “wheelchairs” or “other power-driven mobility devices” as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Operator: Any person riding, driving, or otherwise in actual physical control of a micromobility device.

Pedestrian: Any person afoot. (F.S. § 316.003(57))

Right-Of-Way: means land devoted to or required for use as a roadway, sidewalk, or other associated feature, and includes, without limitation,

- (1) all existing or dedicated road rights-of-way and
- (2) all proposed dedications of road rights-of-way set forth on official grading and drainage plans approved pursuant to tentative plats.

Sidewalk: means that portion of a right-of-way between the curblin, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians. (F.S. § 316.003(82))

Sec. 74-81. – Operations.

(a) Operators of micromobility devices shall comply with all applicable State, County, and City laws, rules, and regulations as may be applicable to such devices.

(b) Operators of an E-Bike, E-Scooter, or other micromobility device must wear a bicycle helmet that is properly fitted and is fastened securely upon the operator’s head by a strap and that meets the federal safety standards for bicycle helmets, final rule, 16 C.F.R. part 1203.

(c) It shall be unlawful for any person to operate any E-Bike, E-Scooter, or other micromobility device in a careless manner. Careless operations of an E-Bike, E-Scooter, or other micromobility device shall include, but is not limited to:

- (1) Operation of an E-Bike, E-Scooter, or other micromobility device with more than one person on the micromobility device, unless such micromobility device is specifically designed to carry more than one person; or
- (2) Operation of an E-Bike, E-Scooter, or other micromobility device while simultaneously using a cellphone; or
- (3) Operation of an E-Bike, E-Scooter, or other micromobility device at a speed greater than is reasonable and prudent under the conditions, having regard to the actual and potential hazards then existing including, but not limited to:

- (i) the safety of the operator or any other person or property;
 - (ii) Failing to yield to pedestrians;
 - (iii) Weaving in and out of pedestrian or vehicular traffic;
 - (iv) Any occurrence where inadvertence to the safe and normal operational procedures of the E-Bike, E-Scooter, or other micromobility device causes or is likely to cause damage to any person or property;
- (d) An operator of an E-Bike, E-Scooter, or other micromobility device shall yield the right-of-way to pedestrians and shall deliver an audible signal before overtaking and passing a pedestrian.
- (e) An operator of an E-Bike, E-Scooter, or other micromobility device shall take such precautions as may be necessary to avoid an accident or collision with a person or property.
- (f) E-Bikes, E-Scooters, and other micromobility devices are permitted to operate on public sidewalks, walkways, paths, or trails. The maximum speed of a micromobility device on a public sidewalk, walkway, path, or trail shall not exceed a speed that is reasonably prudent for the current conditions or environment.
- (g) Micromobility devices may be operated within designated bike lanes of a roadway, if available; or if no bike lane is available, on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:
 - (1) When overtaking and passing another bicycle or vehicle proceeding in the same direction.
 - (2) When preparing for a left turn at an intersection or into a private road or driveway.
 - (3) When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane.
- (h) When operating an E-bike, E-scooters, or other micromobility device on a roadway or sidewalk, operators shall travel in the same direction as the flow of vehicular traffic. E-bikes, E-Scooters, or other micromobility devices shall not be operated against the flow of vehicular traffic.
- (i) An operator of an E-bike, E-Scooter, or other micromobility device must adhere to the same right-of-way laws and regulations as bicycles. come to a complete stop

before crossing an intersection and must yield the right-of-way if a vehicle is already in the intersection.

(j) At a signalized intersection, an operator of an E-bike, E-scooter, or other micromobility device on a sidewalk must obey the instructions of any applicable pedestrian control signal. If no pedestrian signal is provided, the operator may proceed in accordance with the signal indications for the parallel roadway traffic flow.

(k) All E-Bike, E-Scooter, or other micromobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended, which requires a reflective front white light visible from a distance of at least 500 feet, and a reflective rear red light visible from a distance of at least 600 feet.

(l) E-Bike motors shall not be modified to allow for higher speed than the E-Bike is designed to attain. (F.S. § 316.20655(4))

Sec. 74-82. - Parking.

(a) E-Bike, E-Scooter, or other micromobility devices shall be equipped with a kickstand and always parked upright.

(b) A person shall not park an E-Bike, E-Scooter, or other micromobility device:

(1) in a manner that obstructs any ingress or egress from any building or parking area, or in a manner that prevents any sidewalk, walkway, path, or trail from maintaining at least three feet of walkway clearance; or

(2) in a manner that obstructs or interferes with pedestrian or vehicular traffic; or on an accessibility ramp for persons with disabilities, or any part thereof, or in any manner that would restrict the movement for persons with disabilities; or

(3) within a motor vehicle parking space not designated for micromobility device use; or

(4) within fifteen (15) feet of any fire hydrant or in a manner that blocks any other emergency facility; or

(5) on any public property, except in areas designated for micromobility device parking; or

(6) on any private property without the permission of the property owner.

(c) A person may not attach, secure, store, or park an E-Bike, E-Scooter, or other micromobility device to or upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable. E-Bikes, E-Scooters, or other micromobility devices may only be secured to facilities designed to secure and store these devices.

(d) Except as expressly allowed by the City Manager or his or her designee, any E-Bike, E-Scooter, or other micromobility device left unattended on public property, including in parks or rights-of-way, for one week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes.

Sec. 74-83. - Penalties.

A violation of any Section of this Article shall be deemed a non-criminal infraction, subject to a maximum civil penalty of \$500.00.

- (1) Upon a first offense, the person liable for the violation shall be issued a written warning advising such person of the violation; provided, however, no civil penalty shall be assessed for a first offense.
- (2) Upon a second offense, a civil penalty of \$150.00
- (3) Upon a third offense, a civil penalty of \$350.00
- (4) Upon a fourth or subsequent offense, a civil penalty of \$500.00

SECTION 4 - AMENDING SECTION 74-6. Section 74-6 of The Code of Ordinances of the City of Crestview is amended as follows:

Sec. 74-6. - ~~Skateboards, roller blades and skates prohibited~~Micromobility device prohibitions on downtown streets and sidewalks.

- a. The use of skateboards, scooters, roller blades and skates on public streets and sidewalks in the downtown area of the city is prohibited.
- b. The use of e-bikes, e-scooters and other micromobility devices on sidewalks in the downtown area of the city is prohibited.
- c. Anyone violating this section shall be punished as provided in section 1-11.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING ORDINANCES. Ordinances, or parts of ordinances or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 12th day of January, 2026.

J.B. Whitten, Mayor

ATTEST

Natasha Peacock, Interim City Clerk



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Strategic Initiatives Director
DATE: 12/04/2025
SUBJECT: Ordinance 2013 Photography

BACKGROUND:

Upon recent discussion regarding the Photography Request for Proposals, staff has worked to consider alternative methods for photography services that are offered on public property, specifically regarding youth sports, but that can also be applied generally.

DISCUSSION:

Following previous discussions, staff determined that the largest impetus to allowing photography activities, outside of a contract with the City, is Section 58-1(14) of the Code of Ordinances, which prohibits commercial uses that are not specifically authorized by the City Council.

The proposed revision simplifies the language of the section, and provides a list of exemptions to the commercial use prohibition. This includes commercial photography, special events/specifically permitted events and activities, to include concessions services permitted by the City at sporting events, and any commercial uses conducted pursuant to a franchise or contract granted by the City.

This ordinance will serve to allow commercial photography as a commercial use within City parks, recreational facilities and adjoining greenspaces. That being said, staff is currently developing a policy with regard specifically to youth sports photography. As previously mentioned, this will include a registration with the Parks and Recreation department, as well as a background check.

Staff will provide a resolution for the necessary fee schedule amendment when this ordinance is brought back for second reading on January 12th. That being said, below is a draft of the expected fees to be adopted:

Youth Sports Photography Registration	Registration (365 days)	\$25	Resolution 2026- XX
	Background Check	\$30	

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This ordinance will have a minimal financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 2013 on first reading and send to the mayor for signature.

Attachments

1. Ordinance 2013 - Commercial Uses in City Parks

ORDINANCE 1993

AN ORDINANCE AMENDING SECTION 58-1(14) OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING SECTION 58-1(14) OF THE CODE OF ORDINANCES – Section 58-1(14) of the Code of Ordinances is hereby amended as follows:

(14) *Commercial use.* No person shall utilize any city park or recreational facilities, to include any adjoining greenspace, -to conduct any sale, rental, service, lesson, instruction, tour or other similar activity conducted by any person or entity other than the city, or city employee(s) or contractor(s), for which there is charged any fare, fee, rate, or other consideration, or which is otherwise conducted directly or indirectly in connection with any business. The following are expressly exempt from the definition of commercial use, and thereby are exempt from this prohibition: .to generate personal or corporate business unless specifically authorized by the city council. ~~Such prohibited uses include, but are not limited to:~~

- ~~a. The sale, or the display for sale, of any merchandise;~~
- ~~b. The servicing or repairing of any vehicle, except the rendering of emergency services;~~
- ~~c. The storage of vehicles being serviced or repaired on abutting property or elsewhere;~~
- ~~d. The solicitation for sale of goods, property, fundraisers or services; and~~
- ~~e. The display of advertising of any sort.~~
- ~~f. The providing of professional services to include medical or legal services for users of the facilities.~~
- a. Commercial photography. The taking of photos for commercial purposes.
- b. Special events. The city or any individual or entity expressly authorized by the city, engaging in commercial use as part of a special event approved or sponsored by the city.
- c. Permitted activity. Any commercial use specifically permitted or licensed by the city, to include concessions as permitted by the city as part of sporting events.

~~a-d.~~Franchises. Any commercial use conducted pursuant to franchise or contract granted by the city.

SECTION 3 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 5 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6 – REPEAL OF CONFLICTING ORDINANCES. Ordinances, or parts of ordinances or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7 – EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 12th day of January 2026.

ATTEST:

Natasha Peacock
Interim City Clerk

Approved by me this 12th day of January 2026.

J. B. Whitten
Mayor



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 12/04/2025
SUBJECT: Debt Management Policy

BACKGROUND:

The City currently does not have a formal Debt Management Policy. Staff believes this policy is essential for establishing clear guidelines for the issuance and management of debt.

DISCUSSION:

The proposed Debt Management Policy provides a clear framework for how the City will issue and manage debt. Key elements include:

1. Purpose of Debt
2. Types of Permitted Debt
3. Debt Issuance Standards
4. Debt Management Practices
5. Reporting & Compliance

The policy strengthens internal controls, supports favorable credit ratings, formalizes long-standing practices, and positions the City for prudent long-term financial planning.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no direct fiscal impact associated with adopting the policy itself. However, the policy ensures that future borrowing decisions are prudent, cost-effective, and consistent with recognized financial best practices, potentially reducing borrowing costs over time.

RECOMMENDED ACTION

Staff respectfully recommends approval and adoption of the Debt Management Policy as presented.

Attachments

1. Crestview Debt Management Policy

	POLICIES AND PROCEDURES MANUAL	Section: Finance	Department Head: Gina Toussaint
		Subject: Debt Management Policy	City Manager Approval:
Policy Title: Debt Management Policy		Policy Number: FN-26-01	Effective Date: 12/08/2025

1.1 Purpose:

- The purpose of this policy is to establish guidelines for the issuance and management of the debt of the City of Crestview, Florida (hereinafter referred to as “City”). The City is committed to consistent, best practices financial management, including maintaining the financial strength and flexibility of the City and the full and timely repayment of all borrowings.

1.2 Scope:

- This debt policy applies to all debt issued by the City. Debt issued by state agencies on behalf of the City, such as State Revolving Fund loans, is generally not subject to the provisions of this policy; however, each debt financing shall be approved by the City Council.

1.3 Definitions:

- **Bond** – refers to a financial obligation for which the issuer promises to pay the purchaser or owner of the related debt a specified stream of future cash flows including periodic interest payments and principal repayments. For purposes of this policy, unless otherwise described herein, bonds may be interchangeable with other debt instruments including bank loans or other credit facilities.
- **Capital Improvement Program** - A strategic plan that outlines the construction, repair, or replacement of physical assets such as buildings, roads, and utility systems over a defined period (usually 5–10 years). The Capital Improvement Program helps prioritize projects, estimate costs, and plan funding.
- **Long-Term Debt** - Refers to money borrowed that is scheduled to be paid back over a period typically longer than one year.
- **Short-Term Debt** - Short-term debt is money borrowed that must be repaid within a short time — typically within one year.

1.4 Policy: Capital Budgeting and Debt Issuance Policy

- *Capital Improvement Program*
The City Council annually reviews a 5-year Capital Improvement Program (CIP). The CIP serves as the planning guide for the construction of public facilities in the City. The CIP is designed to balance the need for public facilities with the fiscal capability of the City to meet those needs. The City may pay for projects in the CIP with pay-as-you-go cash, grant funding from various sources, or debt. The City shall issue debt to meet the City’s cash flow needs on a short-term or long-term basis, dependent upon the intended use of the proceeds.

- *Long-Term Debt*
Long-term debt will be used to finance essential capital projects and certain equipment where it is cost effective, prudent or otherwise determined to be in the best interest of the City. Long-term debt, including capital lease financing, shall not be used to fund the City's operational expenses. If it is determined to be in the economic interests of the City, the City may issue long-term debt to finance pension liabilities or other post-employment benefit obligations.
- *Short-Term Debt*
Short-term debt can play a strategic role in a debt portfolio by enhancing diversification, lowering interest costs, providing interim financing for capital projects, and improving asset-liability alignment. Improving asset-liability alignment means making sure that the timing and characteristics of the City's assets (like cash inflows from taxes or revenues from services) match up well with its liabilities (like debt payments). In simpler terms, it's about making sure the money coming in is available when money needs to go out. The City may periodically issue commercial paper or variable rate debt, primarily to meet short-term capital funding or encumbrance needs. Short-term debt will either be paid off on its tender or final maturity date using available City funds or it will be refinanced with long-term debt.
- *Measures of Debt Levels and Debt Issuance Limits*
 - General Obligation Bonds, which are supported by ad valorem revenues of the City, must be approved by voters with a majority vote.
 - Utility System Revenue Bonds shall maintain specific coverage ratios not less than those covenanted to bondholders and at levels to maintain strong bond ratings, as applicable. The City shall set utility rates and other user fees at levels sufficient to cover operating expenditures, meet debt obligations and debt service coverage, provide pay-as-you-go funding for capital improvements, and provide adequate levels of working capital.
 - Non-Ad Valorem Revenue Bonds, including those secured by public service tax revenues, sales tax revenues, state revenue sharing revenues, local option gas tax revenues, or a covenant to budget and appropriate from legally available non-ad valorem revenues, shall maintain specific coverage ratios not less than those covenanted to bondholders and at levels to maintain strong bond ratings, as applicable.
- *Sale Methods*
The City, upon the advice of its Municipal Advisor, will determine whether debt is issued in the form of a loan or credit facility provided by a commercial lending institution or in the form a public bond offering in the capital markets on a case-by-case basis after considering such factors as the size of the offering, its complexity, timing constraints, and market conditions. The City, upon the advice of its Municipal Advisor, will determine whether the sale of bonds shall be via a competitive sale or a negotiated sale depending on similar factors along with anticipated bond ratings and the security pledged to repay the bonds. In the case of a bank loan or credit facility, the

City, with the assistance of its Municipal Advisor, may develop and disseminate a Request for Proposals (RFP) to commercial lending institutions that describes the projects being financed, the security of the debt repayments, and desired terms and conditions.

- *Call Provisions*

Call provisions for the City bond issues shall be made as short as possible and consistent with the lowest interest cost to the City according to market conditions at the time of pricing. When possible, the City bonds shall be callable only at par.

- *Debt Structure*

- Duration and Repayment Structure

Capital improvements financed through the issuance of debt will be financed for a period not to exceed the average useful life of the facilities or equipment consistent with IRS regulations. The City will not issue debt with a duration longer than 30 years. While the City may employ certain debt structures noted below, it will generally seek fixed-rate, long-term debt with substantially level or declining repayment structures.

- Premium Bonds, Discount Bonds, and Capitalized Interest

The City will evaluate various debt structures to accomplish its financing goals. These structures include, but are not limited to, the use of premium bonds, discount bonds, capital appreciation bonds, fixed rate debt, variable rate and multimodal debt, and revolving or non-revolving credit facilities. The City may capitalize interest during a financed project's estimated construction period, when appropriate.

- Variable Rate Debt

The City may issue variable rate debt obligations in amounts that the City, upon advice of its Municipal Advisor, determines are appropriate to achieve the City's goals with respect to its credit rating, risk management, debt management flexibility and debt service costs. The specific amount of variable rate obligations permitted will be set considering cash reserves, market conditions, matching current and future assets and liabilities, budget procedures and other factors deemed relevant by the City, its Municipal Advisor and national credit rating agencies.

- *Debt Refunding*

The City's Municipal Advisor will monitor outstanding debt in relation to existing conditions in the debt market and may refund any outstanding debt when sufficient cost savings can be realized. As a rule, refunding outstanding debt may be considered when the net present value savings between the refunded bonds and the refunding bonds is equal to or greater than 3% of aggregate refunded bonds for a current refunding or 5% of aggregate refunded bonds for an advance refunding. A higher savings threshold may be adopted for when the present value savings could vary from the amount presented at closing (i.e. synthetic refunding's, put bonds, swaptions, etc.). Conversely, a lower savings level may be acceptable for certain refunds (i.e. refunding's with a very short

duration). The City may also refund existing debt for the purpose of restructuring a repayment schedule or revising bond covenants to meet organizational and/or strategic needs of the City. The City will not seek to extend the final maturity of outstanding debt through a refunding.

- *Credit Objectives*

It is the City's intent to maintain and improve the credit ratings on its outstanding bonds. The City will actively seek to adhere to benchmarks and overall debt coverage ratios contemplated in its planning process. The City will also maintain frequent communication with the credit rating agencies and bond insurers as applicable.

- *Credit Enhancement and Liquidity*

Bond insurance, surety policies, letter of credit, liquidity facilities and other credit enhancements or liquidity facilities, may be used when they provide economic savings or financial flexibility for the City.

- *Reporting and Compliance*

- Compliance with Bond Covenants, Federal and State Law

- The City shall comply with all covenants and requirements of bond resolutions, and State and Federal laws authorizing and governing the issuance and administration of debt obligations.

- Debt Service Payments

- The City will include the appropriations necessary to make the required debt service payments in its annual budget.

- Continuing Disclosure

- The City will (1) provide disclosure in connection with the initial sale and distribution of its publicly marketed debt instruments and (2) provide ongoing secondary market information, in compliance with the requirements of bond covenants and applicable federal and state securities laws, rules and regulations.

- Bond Yield Arbitrage Monitoring

- The City shall contract for arbitrage calculation services to monitor the earnings on its bond proceeds for each debt series and determine whether a rebate is necessary.

Forms and Attachments: N/A

Revision Date:



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Strategic Initiatives Director, Barry Henderson, Development Services Director, Dawn Barnes
DATE: 12/04/2025
SUBJECT: Fox Valley Phase 3B Plat

BACKGROUND:

Staff received the initial application for the Fox Valley Phase 3B subdivision in 2021. It has since gone through staff review and all major comments have been addressed. Any remaining comments are minor and will not affect the overall layout and scope proposed in the provided preliminary plat documents.

DISCUSSION:

This subdivision is proposed at the current end of Traverse Lane, proposing an extension of Traverse Lane and an additional 53 lots upon approximately 46.25 acres. Approximately half of the property is being left in its natural state, with half being developed. This results in a gross density of approximately 1.12 units per acre across the entire property, and 2.29 units per acre across the developed area, which is allowable per the applicable zoning and future land use requirements (up to 6 units per acre allowed).

One major component of the duration of review on this project is a change that occurred in the fire code requirements for subdivisions. Originally, this phase of the subdivision was planned in the initial master plan for the development (around 2005). Since that time, the fire code was updated to require subdivisions containing a certain number of houses to have two access points. This phase of the subdivision would put it over the threshold requiring two means of ingress and egress. Additionally, in a previous year, a utility infrastructure failure required a temporary, emergency egress to be acquired across a separate adjacent property when the primary access point from the subdivision was rendered unusable.

The majority of time spent was with regard to determining and locating a second means of ingress/egress. In January of this year, the annexation was approved to incorporate the property directly north of the overall Fox Valley subdivision. This property serves to make Fox Valley contiguous with the adjacent development occurring to the north. The off-site road plans are included in this agenda item for your reference. This provides for the secondary access, connecting to the main traffic circle within Fox Valley, through the HOA-owned common area (see attached HOA approval), through the property previously annexed, to tie into the new development and thereby back to Antioch Road. The access will be gated to prevent through-traffic, but can be used in situations such as those mentioned previously, if and when additional means of ingress/egress are necessary. Additionally, the developer is proposing improvements to the HOA-owned parcel, including a parking area and sidewalks to access the recreational facilities contained within the Fox Valley traffic circle.

The Planning and Development board recommended approval of the plat on December 1st, 2025.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local

government.

Financial Sustainability- Achieve long term financial sustainability

Infrastructure- Satisfy current and future infrastructure needs

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

FINANCIAL IMPACT

The approval of this plat will result in positive future financial impact, including tax revenue and utility-related revenues to the City.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Fox Valley Phase 3B plat.

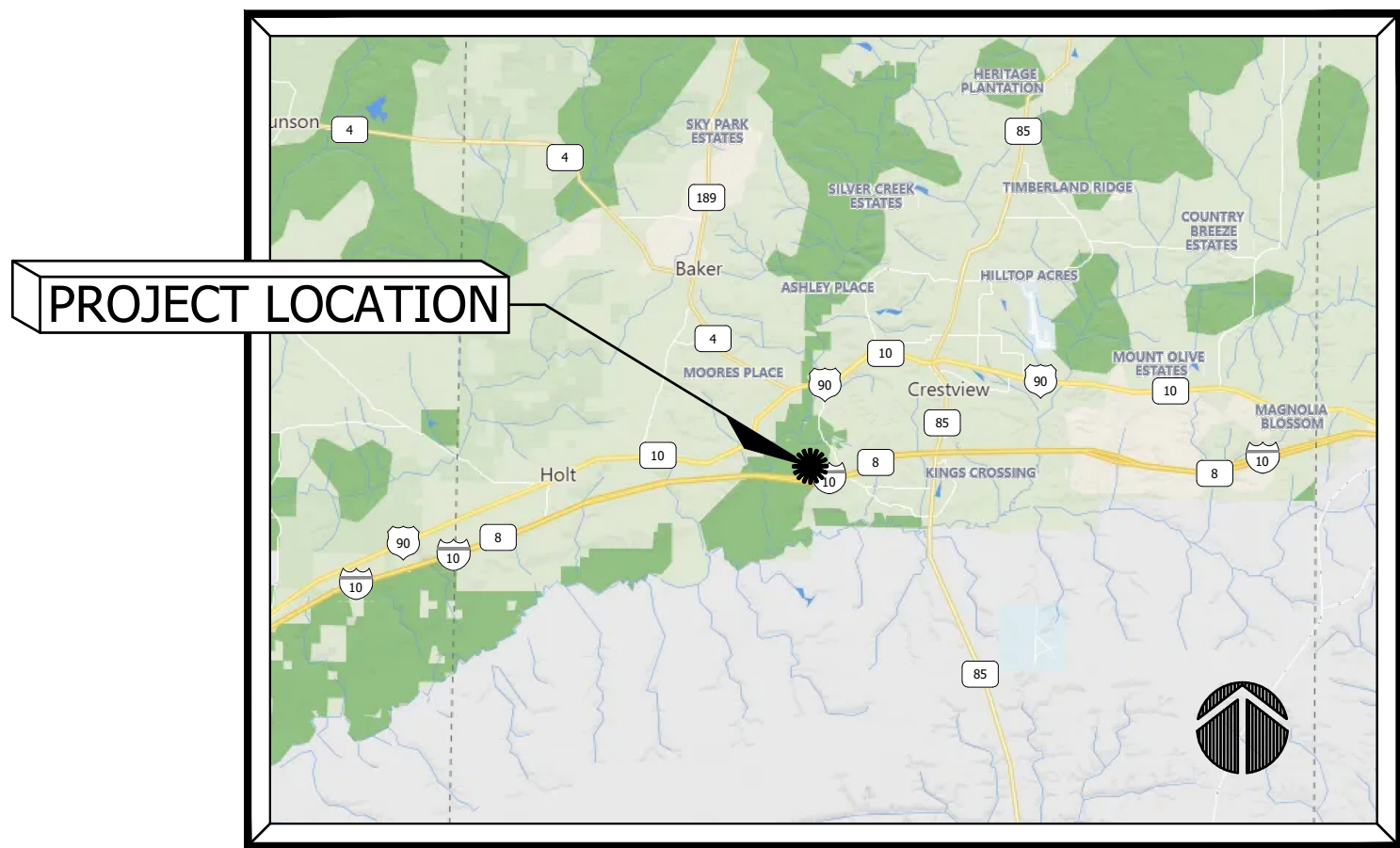
Attachments

1. Fox Valley Phase 3B Plat
2. Fox Valley Off-Site Roadway
3. Fox Valley Owners Assoc. - Gravel Road Improvement Approval (9.25.25)

FOX VALLEY PHASE 3B

A RESIDENTIAL SUBDIVISION IN SECTION 35, TOWNSHIP 3 NORTH, RANGE 24 WEST,
CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
CLERK'S FILE #: _____



VICINITY MAP
NOT TO SCALE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT PATRIOT RIDGE, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP, AS OWNER OF THE LANDS HEREON PLATTED AS "FOX VALLEY PHASE 3B", DOES HEREBY DEDICATE TO FOX VALLEY OWNERS' ASSOCIATION, INC., IN FEE SIMPLE, ALL RIGHTS-OF-WAY AND COMMON AREAS AS SHOWN HEREON. PATRIOT RIDGE, LLP DOES ALSO HEREBY GRANT TO OKALOOSA WATER AND SEWER A NON-EXCLUSIVE EASEMENT OVER THE LIFT STATION EASEMENT AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO FOX VALLEY OWNERS' ASSOCIATION, INC. ALL DRAINAGE EASEMENTS SHOWN HEREON. FURTHERMORE, PATRIOT RIDGE, LLP DOES HEREBY GRANT A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF VARIOUS UTILITIES INCLUDING CENTURY LINK, COX COMMUNICATIONS, GULF POWER COMPANY, OKALOOSA COUNTY WATER AND SEWER, AND OKALOOSA GAS DISTRICT OVER SAID RIGHTS-OF-WAY AND UTILITY EASEMENTS AS SHOWN HEREON. PATRIOT RIDGE, LLP HEREBY REQUESTS THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PATRIOT RIDGE, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP
BY: MATOVINA & COMPANY, A FLORIDA CORPORATION, ITS MANAGING PARTNER

BY: GREGORY E. MATOVINA
PRESIDENT

WITNESS

WITNESS

TITLE OPINION

THE UNDERSIGNED TITLE EXAMINER, AS ATTORNEY AT LAW OF SHEFFIELD & BOATRIGHT TITLE SERVICES, LLC, A TITLE INSURER LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT THE LANDS AS DESCRIBED AND SHOWN ON THE PLAT ARE IN THE NAME OF, AND APPARENT RECORD TITLE IS HELD BY MATOVINA & COMPANY, A FLORIDA CORPORATION, AND OKALOOSA COUNTY BCC; AND THAT ALL TAXES HAVE BEEN PAID ON SAID PROPERTY AS REQUIRED BY SECTION 197.192, FLORIDA STATUTES, AS AMENDED; AND THE OFFICIAL RECORD BOOK AND PAGE NUMBER OF ALL MORTGAGES, LIENS, OR OTHER ENCUMBRANCES AGAINST THE LAND, AND THE NAMES OF ALL PERSON HOLDING AN INTEREST IN SUCH MORTGAGE, LIEN OR ENCUMBRANCE ARE AS FOLLOWS: THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

OPINION RENDERED ON THE _____ DAY OF _____, 2024.

ATTORNEY AT LAW
SHEFFIELD & BOATRIGHT TITLE SERVICES, LLC

ACKNOWLEDGMENT

STATE OF FLORIDA, COUNTY OF DUVAL

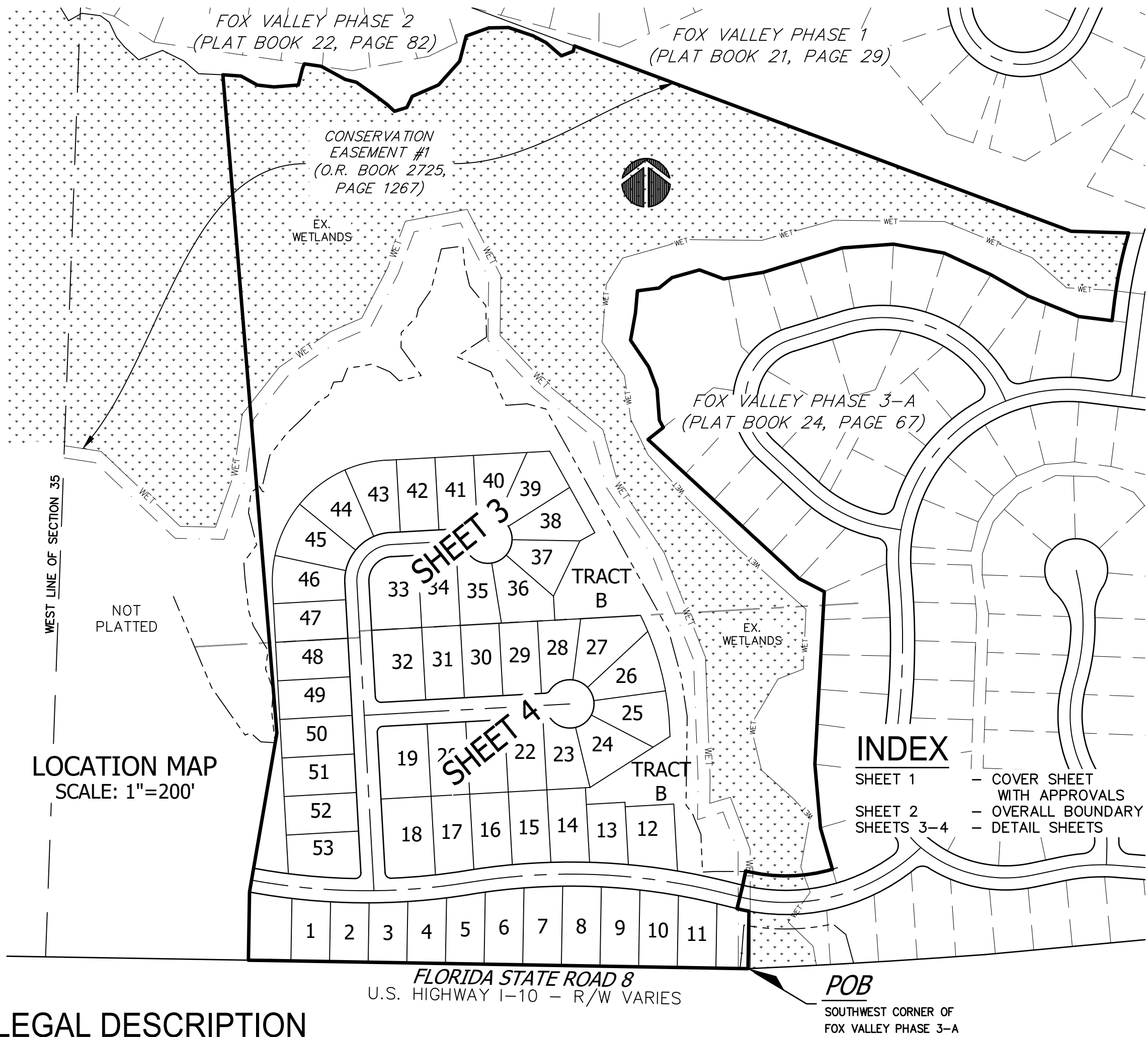
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2024 BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED GREGORY E. MATOVINA, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AND AS PRESIDENT OF MATOVINA AND COMPANY, A FLORIDA CORPORATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HIS/HER FREE ACT AND DEED.

NOTARY PUBLIC, STATE OF FLORIDA, COUNTY OF DUVAL

MY COMMISSION EXPIRES: _____

GENERAL NOTES

- THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 61G17-6 OF THE FLORIDA STATUTES.
- BEARINGS SHOWN HEREON WERE REFERENCED TO THE SOUTHWESTERLY LINE OF FOX VALLEY PHASE 3A, SAID LINE BEARING S 00°58'20" W, AS SHOWN ON SAID RECORD PLAT AND ESTABLISHED ON FLORIDA STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
- NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC.
- CAPTIONS WHICH APPEAR OUTSIDE THIS PHASE OF THE SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THIS SUBDIVISION PHASE IS INTENDED OR IMPLIED.
- LINEs EXTENDING FROM CURVED LINES ARE NON-RADIAL UNLESS OTHERWISE SHOWN.
- UNDERGROUND ENCROACHMENTS, IF ANY, NOT LOCATED EXCEPT AS SHOWN HEREON.
- L1 DENOTES LINE NUMBER 1, CORRESPONDING TO LINE DATUM AS SHOWN IN THE LINE TABLE.
- C1 DENOTES CURVE NUMBER 1, CORRESPONDING TO CURVE DATUM AS SHOWN IN THE CURVE TABLE. ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC LENGTHS.
- MONUMENTS HEREON SHALL BE SET IN THE FIELD WITH CAPPED IRON RODS, PERMANENT REFERENCE MONUMENTS OR PERMANENT CONTROL POINTS MARKED CORPORATION NUMBER 3501 IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES. PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT, AND LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF EACH LOT.



LEGAL DESCRIPTION

THE EASTERLY PORTION OF THAT REMAINING PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, LYING NORTH OF FLORIDA STATE ROAD 8, AND LYING BETWEEN FOX VALLEY PHASE 1 (PLAT BOOK 21, PAGE 29), FOX VALLEY PHASE 2 (PLAT BOOK 22, PAGE 82), AND FOX VALLEY PHASE 3-A (PLAT BOOK 24, PAGE 67), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID FOX VALLEY PHASE 3-A, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 8 (U.S. HIGHWAY I-10 - RIGHT-OF-WAY WIDTH VARIES); THENCE PROCEED ALONG SAID NORTH RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS:

(1) N 89°01'41" W, A DISTANCE OF 986.94 FEET; (2) N 89°03'00" W, A DISTANCE OF 47.55 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N 00°57'00" E, A DISTANCE OF 141.24 FEET; THENCE N 09°45'34" E, A DISTANCE OF 334.06 FEET; THENCE N 04°41'25" W, A DISTANCE OF 1367.98 FEET TO A SOUTHERLY CORNER OF THE AFORESAID FOX VALLEY PHASE 2; THENCE MEANDER ALONG THE SOUTHERLY LINES OF SAID PHASE 2, THE FOLLOWING TWENTY-FIVE (25) CALLS:

(1) S 86°01'06" E, A DISTANCE OF 37.86 FEET; (2) S 61°03'01" E, A DISTANCE OF 38.47 FEET; (3) S 83°39'16" E, A DISTANCE OF 34.41 FEET; (4) N 85°28'27" E, A DISTANCE OF 50.97 FEET; (5) N 13°48'32" E, A DISTANCE OF 35.23 FEET; (6) N 22°26'23" E, A DISTANCE OF 10.27 FEET; (7) S 81°47'59" E, A DISTANCE OF 33.60 FEET; (8) S 70°12'24" E, A DISTANCE OF 3.54 FEET; (9) S 61°19'16" E, A DISTANCE OF 54.38 FEET; (10) S 75°43'21" E, A DISTANCE OF 24.16 FEET; (11) S 54°45'56" E, A DISTANCE OF 45.79 FEET; (12) S 53°14'34" E, A DISTANCE OF 33.32 FEET; (13) S 46°55'28" E, A DISTANCE OF 20.31 FEET; (14) N 72°39'13" E, A DISTANCE OF 26.77 FEET; (15) N 25°30'02" E, A DISTANCE OF 25.52 FEET; (16) N 66°34'54" E, A DISTANCE OF 59.41 FEET; (17) N 41°42'54" E, A DISTANCE OF 65.96 FEET; (18) N 14°23'22" E, A DISTANCE OF 53.87 FEET; (19) N 70°18'52" E, A DISTANCE OF 49.88 FEET; (20) N 89°08'49" E, A DISTANCE OF 40.93 FEET; (21) S 71°19'39" E, A DISTANCE OF 53.14 FEET; (22) S 62°34'31" E, A DISTANCE OF 30.87 FEET; (23) S 48°47'17" E, A DISTANCE OF 41.67 FEET; (24) N 68°49'30" E, A DISTANCE OF 26.45 FEET; (25) N 13°30'36" E, A DISTANCE OF 11.23 FEET TO A SOUTHEASTERLY CORNER OF SAID PHASE 2, SAID POINT LYING ON THE SOUTHWESTERLY LINE OF A COMMON AREA IN FOX VALLEY PHASE 1; THENCE DEPARTING THE SOUTHERLY LINE OF SAID PHASE 2, PROCEED ALONG THE SOUTHWESTERLY LINES OF SAID COMMON AREA IN PHASE 1, THE FOLLOWING TWO (2) CALLS:

(1) S 69°32'01" E, A DISTANCE OF 1097.57 FEET; (2) S 88°21'53" E, A DISTANCE OF 119.19 FEET TO THE NORTHWEST CORNER OF A COMMON AREA AND DEDICATED ROADWAY AND DRAINAGE EASEMENT ADJACENT TO AND WEST OF SWIFT FOX RUN (60 FOOT RIGHT-OF-WAY), SAID POINT LYING IN A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 859.99 FEET; THENCE ALONG THE WEST LINE OF SAID COMMON AREA, AND THE NORTHERLY LINES OF LOTS 1-10 AND THE RETENTION AREA ADJACENT THERETO, THE FOLLOWING FOURTEEN (14) CALLS:

(1) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°26'08", AN ARC DISTANCE OF 141.62 FEET, (CHORD BEARING = S 11°49'59" W, CHORD = 141.46 FEET); (2) S 07°07'06" W, A DISTANCE OF 43.55 FEET; (3) N 82°52'54" W, A DISTANCE OF 70.01 FEET; (4) N 67°52'41" W, A DISTANCE OF 112.43 FEET; (5) N 60°11'53" W, A DISTANCE OF 88.77 FEET; (6) N 65°10'49" W, A DISTANCE OF 106.70 FEET; (7) N 80°01'59" W, A DISTANCE OF 106.68 FEET; (8) S 85°46'56" W, A DISTANCE OF 106.58 FEET; (9) S 72°50'00" W, A DISTANCE OF 171.04 FEET; (10) S 80°36'21" W, A DISTANCE OF 83.10 FEET; (11) N 69°33'42" W, A DISTANCE OF 53.27 FEET; (12) S 74°22'47" W, A DISTANCE OF 59.31 FEET; (13) S 50°56'35" W, A DISTANCE OF 34.24 FEET; (14) S 82°34'45" W, A DISTANCE OF 45.19 FEET TO THE NORTHWESTERLY-MOST CORNER OF SAID RETENTION AREA; THENCE ALONG THE SOUTHWESTERLY LINES OF SAID RETENTION AREA AND LOTS 11-16, THE FOLLOWING NINE (9) CALLS:

(1) S 04°59'12" W, A DISTANCE OF 45.44 FEET; (2) S 10°13'51" W, A DISTANCE OF 58.00 FEET; (3) S 34°14'00" E, A DISTANCE OF 66.72 FEET; (4) S 20°51'47" E, A DISTANCE OF 48.89 FEET; (5) S 04°14'18" E, A DISTANCE OF 64.97 FEET; (6) S 28°53'25" E, A DISTANCE OF 17.00 FEET; (7) S 51°36'12" W, A DISTANCE OF 40.48 FEET; (8) S 47°21'35" E, A DISTANCE OF 424.98 FEET; (9) S 62°28'17" E, A DISTANCE OF 58.94 FEET TO THE SOUTHERLY-MOST CORNER OF SAID LOT 16; THENCE ALONG THE WESTERLY LINES OF LOTS 17-23, THE FOLLOWING THREE (3) CALLS:

(1) S 03°06'46" W, A DISTANCE OF 357.85 FEET; (2) S 04°58'19" E, A DISTANCE OF 132.33 FEET; (3) S 16°08'39" E, A DISTANCE OF 89.27 FEET TO THE NORTHEAST CORNER OF A COMMON AREA AND DEDICATED ROADWAY AND DRAINAGE EASEMENT, SAID CORNER LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 345.00 FEET; THENCE ALONG SAID COMMON AREA, AND ALONG THE LINES OF THE PLATTED WEST END OF THE AFORESAID PHASE 3-A, THE FOLLOWING SIX (6) CALLS:

(1) ALONG THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE OF 30°12'50", AN ARC DISTANCE OF 181.93 FEET, (CHORD BEARING = S 88°51'36" W, CHORD = 179.83 FEET) TO THE NORTHWEST CORNER OF SAID COMMON AREA; (2) S 01°12'35" E, A DISTANCE OF 1.08 FEET; (3) S 11°31'46" W, A DISTANCE OF 28.98 FEET TO THE SOUTHEASTERLY CORNER OF SAID AREA, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF TRAVESER LANE (50 FOOT RIGHT-OF-WAY PER PLAT) AT ITS PLATTED WEST END; (4) S 13°44'06" W ALONG THE RIGHT-OF-WAY LINE AT SAID WEST END, A DISTANCE OF 50.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TRAVESER LANE, SAID POINT LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 425.00 FEET; (5) ALONG SAID CURVED RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 03°23'38", AN ARC DISTANCE OF 25.17 FEET, (CHORD BEARING = S 77°57'42" E, CHORD = 25.17 FEET) TO THE NORTHEAST CORNER OF ANOTHER COMMON AREA AND DEDICATED ROADWAY AND DRAINAGE EASEMENT; (6) S 00°58'20" W ALONG THE WEST LINE OF SAID COMMON AREA, A DISTANCE OF 119.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 46.95 ACRES, MORE OR LESS.

APPROVAL OF CITY COUNCIL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE ____ DAY OF _____, 2024.

MAYOR

ATTEST BY: _____
CITY CLERK

CITY CLERK VERIFICATION

THE UNDERSIGNED HEREBY ATTESTS THAT THIS PLAT WAS GRANTED FINAL APPROVAL BY THE CITY COUNCIL IN SESSION ASSEMBLED ON THE DATE MENTIONED ABOVE AS A MATTER OF PUBLIC RECORD. FURTHER, THAT THIS INSTRUMENT WAS DULY AUTHENTICATED BY THE PRESENTING OFFICER OF THE CITY COUNCIL.

CITY CLERK

CITY ENGINEER'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT CONFORMS TO THE GENERAL ENGINEERING STANDARDS AND MEETS PLAT SPECIFICATIONS SET FORTH BY THE CITY OF CRESTVIEW CODE OF ORDINANCES.

CITY ENGINEER, CITY OF CRESTVIEW

DATE

COMMUNITY DEVELOPMENT SERVICES DIRECTOR

THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION AS IT APPEARS ON THIS PLAT CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION OF LAND AND IS ACCORDINGLY APPROVED, BY SUCH APPROVAL, THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY, STREET OR OTHER LINES SHOWN ON THIS PLAT.

APPROVED:
COMMUNITY DEVELOPMENT SERVICES DIRECTOR

DATE

LOCAL PLANNING AGENCY

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE LOCAL PLANNING AGENCY OF THE CITY OF CRESTVIEW, FLORIDA, AND WAS APPROVED BY THEM ON THE _____ DAY OF _____, 2024.

LPA CHAIRMAN OR LPA VICE CHAIRMAN

COUNTY SURVEYOR

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE OKALOOSA COUNTY SURVEYOR AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE STATUTES AND WAS APPROVED BY HIM/HER ON THE ____ DAY OF _____, 2024.

CLAYTON M. JOHNSON, PROFESSIONAL SURVEYOR AND MAPPER #7178
OKALOOSA COUNTY SURVEYOR

CERTIFICATION BY TAX COLLECTOR

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID FOR THE TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF BY KNOWLEDGE AS OF THE _____ DAY OF _____, 2024.

BEN ANDERSON, TAX COLLECTOR, OKALOOSA COUNTY, FLORIDA

CLERK'S CERTIFICATE OF RECORDING

I, JD PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE ____ DAY OF _____, 2024

IN PLAT BOOK _____, PAGE _____

JD PEACOCK II
CLERK OF THE CIRCUIT COURT

SURVEYOR'S CERTIFICATE

I, ALLEN E. TUCKER, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING.

ALLEN E. TUCKER, PROFESSIONAL SURVEYOR AND MAPPER NO. 4584
GUSTIN, COTHERN & TUCKER, INC. L.B. NO. 3501
121 HART STREET NICEVILLE, FLORIDA 32578
PHONE: (850) 678-5141 FAX: (850) 729-2460

Prepared: June 2024

PREPARED BY:



Gustin, Cothorn & Tucker, Inc.
Land Surveying

121 Hart Street Niceville, FL 32578 (850) 678-5141

FOX VALLEY PHASE 3B
SHEET 1 OF 4

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

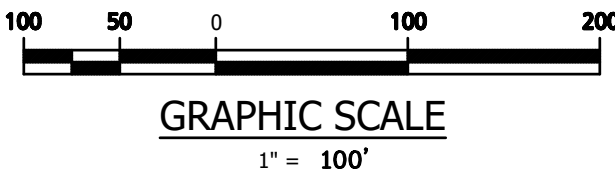
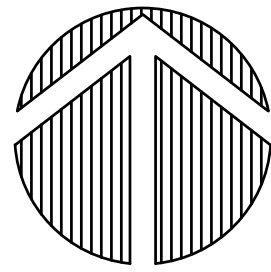
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FOX VALLEY PHASE 3B

A RESIDENTIAL SUBDIVISION IN SECTION 35, TOWNSHIP 3 NORTH, RANGE 24 WEST,
CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
CLERK'S FILE #: _____

NORTH



LINE TABLE

LINE#	BEARING	LENGTH
L1	N 89°03'00" W	47.55'
L2	S 86°01'06" E	37.86'
L3	S 61°03'01" E	38.47'
L4	S 83°59'16" E	34.41'
L5	N 85°28'27" E	50.97'
L6	N 13°48'32" E	35.23'
L7	N 22°26'23" E	10.27'
L8	S 81°47'59" E	33.60'
L9	S 70°12'24" E	3.54'
L10	S 61°19'16" E	54.38'
L11	S 78°43'21" E	24.16'
L12	S 54°45'56" E	45.79'
L13	S 53°14'34" E	33.32'
L14	S 46°55'28" E	20.31'
L15	N 72°39'13" E	26.77'
L16	N 25°30'02" E	25.52'
L17	N 66°34'54" E	59.41'
L18	N 41°42'54" E	65.96'
L19	N 14°23'22" E	53.87'
L20	N 70°18'52" E	49.88'
L21	N 89°08'49" E	40.93'
L22	S 71°19'39" E	53.14'
L23	S 62°34'31" E	30.87'
L24	S 48°47'17" E	41.67'
L25	N 68°49'50" E	28.45'
L26	N 13°30'36" E	11.23'
L27	S 07°07'06" W	43.55'
L28	N 82°52'54" W	70.01'
L29	N 60°11'53" W	88.77'
L30	N 65°10'49" W	106.70'
L31	N 80°15'59" W	106.69'
L32	S 85°46'56" W	106.58'
L33	S 80°36'21" W	83.10'
L34	N 69°33'42" W	53.27'
L35	S 74°22'47" W	59.31'
L36	S 50°56'35" W	34.24'
L37	S 82°34'45" W	45.19'
L38	S 62°28'17" E	58.94'
L39	S 101°35'1" W	58.00'
L40	S 34°14'00" E	66.72'
L41	S 20°51'47" E	48.89'
L42	S 04°14'18" E	64.97'
L43	S 28°53'25" E	17.00'
L44	S 51°36'12" W	40.48'
L45	S 62°28'17" E	58.94'
L46	S 16°08'39" E	89.27'
L47	S 01°12'35" E	1.08'
L48	S 11°31'46" W	28.98'
L49	S 13°44'06" W	50.00'
L50	S 00°58'20" W	119.01'

BUILDING SETBACKS

FRONT: 25 FEET
REAR: 25 FEET
*SIDE: 7.5 FEET
CORNER: 25 FEET

*SETBACKS ALONG EASEMENTS
AND BUFFER LINES EXPAND TO
THE EASEMENTS OR BUFFER
WIDTH WHERE NECESSARY.
REFER TO LOTS 12, 27, 28, 42
AND 43.

NO CONSTRUCTION IS
PERMITTED WITHIN THE
CONSERVATION EASEMENT AS
SHOWN HEREON. ADDITIONAL
INFORMATION CAN BE FOUND IN
O.R. BOOK 2725, PAGE 1267.

LEGEND

- = FOUND PERMANENT REFERENCE MONUMENT, (P.R.M.) (4" X 4" CONCRETE MONUMENT, L.B. #3501)
- = SET 1/2" CAPPED IRON ROD, (L.B. #3501)
- = SET PERMANENT REFERENCE MONUMENT, (P.R.M.) (1/2" CAPPED IRON ROD, L.B. #3501)
- ⊙ = FOUND PERMANENT CONTROL POINT, (P.C.P.) (NAIL AND DISK L.B. #3501)
- ⊗ = SET PERMANENT CONTROL POINT, (P.C.P.) (NAIL AND DISK L.B. #3501)
- ⊠ = FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
- ⊖ = FOUND PERMANENT REFERENCE MONUMENT, (P.R.M.) (1/2" CAPPED IRON ROD, L.S. #3420)
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- L.S. = LICENSED SURVEYOR
- L.B. = LAND SURVEYING BUSINESS
- No. OR # = NUMBER
- ± = MORE OR LESS
- = DISTANCE NOT TO SCALE

- O.R. = OFFICIAL RECORDS
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.C.P. = PERMANENT CONTROL POINT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- (°) = DEGREES
- (') = MINUTES OR FEET
- (") = SECONDS
- N = NORTH OR NORTHING
- E = EAST OR EASTING
- R/W = RIGHT OF WAY
- C/L = CENTERLINE
- R = RADIUS
- A = ARC LENGTH
- Δ = CENTRAL ANGLE OR DELTA
- C = CHORD LENGTH
- CB = CHORD BEARING
- C2 = CURVE DATA
- L3 = LINE DATA
- EX. = EXISTING
- FDPEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	141.62'	859.99'	09°26'08"	S 11°49'59" W	141.46'
C2	181.93'	345.00'	30°12'50"	S 88°51'36" W	179.83'
C3	25.17'	425.00'	03°23'38"	S 77°57'42" E	25.17'

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Prepared: June 2024

PREPARED BY:

Gustin, Cothorn & Tucker, Inc.

Land Surveying

121 Hart Street Niceville, FL 32578 (850) 678-5141

FOX VALLEY PHASE 3B

SHEET 2 OF 4

210041.01B



SHEET 4

SHEET 3

FOX VALLEY PHASE 3B

A RESIDENTIAL SUBDIVISION IN SECTION 35, TOWNSHIP 3 NORTH, RANGE 24 WEST,
CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
CLERK'S FILE #: _____

LEGEND

- = FOUND PERMANENT REFERENCE MONUMENT, (P.R.M.) (4" X 4" CONCRETE MONUMENT, L.B. #3501)
- = SET 1/2" CAPPED IRON ROD, (L.B. #3501)
- = SET PERMANENT REFERENCE MONUMENT, (P.R.M.) (1/2" CAPPED IRON ROD, L.B. #3501)
- ⊙ = FOUND PERMANENT CONTROL POINT, (P.C.P.) (NAIL AND DISK L.B. #3501)
- ⊗ = FOUND PERMANENT CONTROL POINT, (P.C.P.) (NAIL AND DISK L.B. #3501)
- ⊠ = FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
- ⊖ = FOUND PERMANENT REFERENCE MONUMENT, (P.R.M.) (1/2" CAPPED IRON ROD, L.S. #3420)
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- L.S. = LICENSED SURVEYOR
- L.B. = LAND SURVEYING BUSINESS

BUILDING SETBACKS

FRONT: 25 FEET
REAR: 25 FEET
*SIDE: 7.5 FEET
CORNER: 25 FEET

*SETBACKS ALONG EASEMENTS AND BUFFER LINES EXPAND TO THE EASEMENTS OR BUFFER WIDTH WHERE NECESSARY. REFER TO LOTS 12, 27, 28, 42 AND 43.

NO CONSTRUCTION IS PERMITTED WITHIN THE CONSERVATION EASEMENT AS SHOWN HEREON. ADDITIONAL INFORMATION CAN BE FOUND IN O.R. BOOK 2725, PAGE 1267.

LINE TABLE

LINE#	BEARING	LENGTH
L1	N 89°03'00" W	47.55'
L47	S 01°23'55" E	1.08'
L48	S 11°31'46" W	28.98'
L49	S 13°44'06" W	50.00'

CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	141.62'	859.99'	09°26'08"	S 11°49'59" W	141.46'
C2	181.93'	345.00'	30°12'50"	S 88°51'36" W	179.83'
C3	25.17'	425.00'	03°23'38"	S 77°57'42" E	25.17'
C4	19.75'	12.00'	94°16'34"	N 43°57'21" E	17.59'
C5	11.18'	12.00'	53°21'39"	N 60°08'15" E	10.78'
C6	11.18'	12.00'	53°21'39"	N 66°30'06" W	10.78'
C7	78.54'	50.00'	90°00'00"	S 41°49'05" W	70.71'
C8	18.85'	12.00'	90°00'00"	S 48°10'55" E	16.97'
C9	11.18'	12.00'	53°21'39"	N 60°08'15" E	10.78'
C10	11.18'	12.00'	53°21'39"	N 66°30'06" W	10.78'
C11	18.85'	12.00'	90°00'00"	S 41°49'05" W	16.97'
C12	18.85'	12.00'	89°05'06"	S 47°43'28" E	16.83'
C13	26.75'	100.00'	15°19'45"	N 04°28'57" E	26.67'
C14	47.48'	100.00'	27°21'01"	N 25°44'55" E	47.03'
C15	47.48'	100.00'	27°21'01"	N 52°57'05" E	47.03'
C16	35.37'	100.00'	20°55'54"	N 76°41'08" E	35.19'
C17	25.90'	50.00'	29°40'52"	N 48°17'52" E	25.61'
C18	44.62'	50.00'	51°07'33"	N 88°42'04" E	43.15'
C19	29.14'	50.00'	33°23'29"	S 49°02'25" E	28.73'
C20	29.14'	50.00'	33°23'29"	S 15°38'56" E	28.73'
C21	34.84'	50.00'	39°55'41"	S 21°00'39" W	34.14'
C22	34.72'	50.00'	39°47'31"	S 60°52'15" W	34.03'
C23	51.85'	50.00'	59°24'43"	N 69°31'38" W	49.55'
C24	55.66'	50.00'	63°47'01"	N 65°20'56" E	52.83'
C25	34.72'	50.00'	39°47'31"	S 62°51'48" E	34.03'
C26	30.72'	50.00'	35°11'49"	S 25°22'09" E	30.23'
C27	30.72'	50.00'	35°11'49"	S 09°49'40" W	30.23'
C28	42.74'	50.00'	48°58'54"	S 51°55'02" W	41.45'
C29	55.65'	50.00'	63°46'15"	N 71°42'24" W	52.82'
C30	92.15'	1275.00'	04°08'28"	N 85°39'45" E	92.13'
C31	65.45'	1275.00'	02°56'28"	N 82°07'17" E	65.44'
C32	14.86'	1325.00'	00°38'33"	N 80°58'19" E	14.86'
C33	80.19'	1325.00'	03°28'03"	N 83°01'37" E	80.18'
C34	80.01'	1325.00'	03°28'06"	N 86°23'06" E	80.00'
C35	80.15'	1325.00'	03°27'54"	N 89°57'11" E	80.12'
C36	80.55'	1325.00'	03°28'59"	S 86°34'22" E	80.54'
C37	102.56'	1325.00'	04°26'06"	S 82°36'50" E	102.54'
C38	95.54'	1325.00'	04°07'53"	S 78°19'50" E	95.52'
C39	81.49'	1275.00'	03°39'44"	N 78°05'45" W	81.48'
C40	80.67'	1275.00'	03°37'30"	N 81°44'22" W	80.65'
C41	80.18'	1275.00'	03°36'11"	N 85°21'12" W	80.16'
C42	80.01'	1275.00'	03°35'44"	N 88°57'10" W	80.00'
C43	80.16'	1275.00'	03°36'09"	S 87°28'54" W	80.15'
C44	80.64'	1275.00'	03°37'25"	S 83°50'07" W	80.62'
C45	30.55'	1275.00'	01°22'21"	S 81°20'13" W	30.54'
C46	50.54'	1325.00'	02°11'08"	S 81°44'37" W	50.54'
C47	80.51'	1325.00'	03°28'54"	S 84°34'38" W	80.50'
C48	80.12'	1325.00'	03°27'52"	S 88°03'00" W	80.10'
C49	80.02'	1325.00'	03°27'36"	N 88°29'16" W	80.00'
C50	80.21'	1325.00'	03°28'06"	N 85°01'25" W	80.20'
C51	138.32'	1275.00'	06°12'57"	S 85°47'53" E	138.25'
C52	66.89'	250.00'	15°19'45"	N 04°28'57" E	66.69'
C53	118.70'	250.00'	27°12'10"	N 25°44'55" E	117.58'
C54	118.70'	250.00'	27°12'10"	N 52°57'05" E	117.58'
C55	88.42'	250.00'	20°15'54"	N 70°41'08" E	87.96'
C56	36.46'	575.00'	03°38'00"	S 24°46'58" E	36.46'
C57	128.87'	575.00'	12°50'28"	S 16°32'44" E	128.60'
C58	69.68'	575.00'	06°56'34"	S 06°39'12" E	69.63'
C59	72.86'	1275.00'	03°16'27"	N 81°03'11" W	72.85'
C60	88.85'	1325.00'	03°50'32"	N 81°22'06" W	88.84'
C61	10.11'	454.99'	01°16'25"	N 79°38'40" W	10.11'

Prepared: June 2024

PREPARED BY:

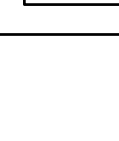
Gustin, Cotham & Tucker, Inc.

Land Surveying

121 Hart Street Niceville, FL 32578 (850) 678-5141

FOX VALLEY PHASE 3B

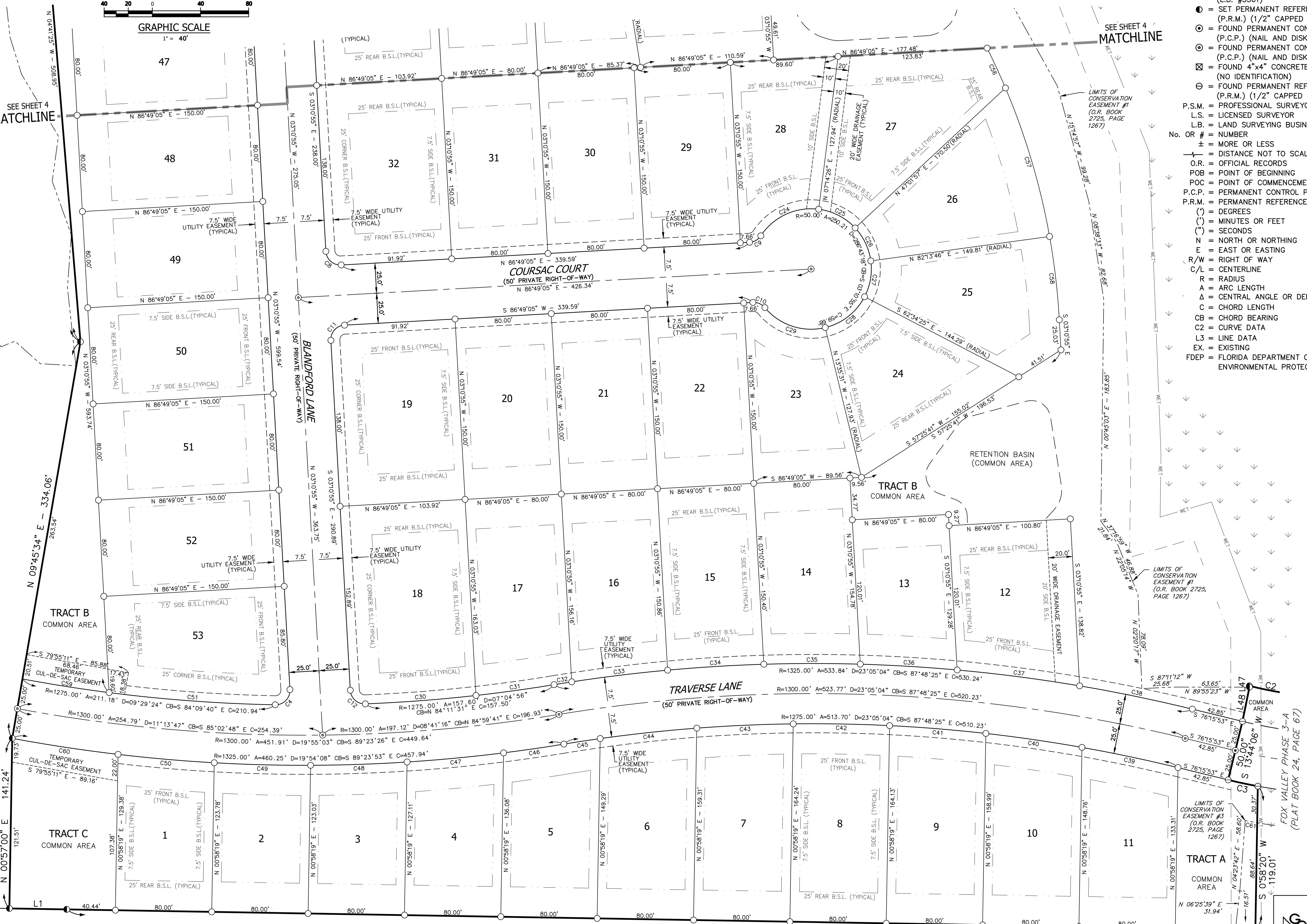
SHEET 3 OF 4



NORTH

GRAPHIC SCALE

1" = 40'



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N 89°01'41" W - 986.94'
FLORIDA STATE ROAD 8
U.S. HIGHWAY I-10 - R/W VARIES

7/30/2024 10:43 AM JOURNEY

FOX VALLEY PHASE 3B

A RESIDENTIAL SUBDIVISION IN SECTION 35, TOWNSHIP 3 NORTH, RANGE 24 WEST,
CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

BUILDING SETBACKS

FRONT: 25 FEET
REAR: 25 FEET
*SIDE: 7.5 FEET
CORNER: 25 FEET

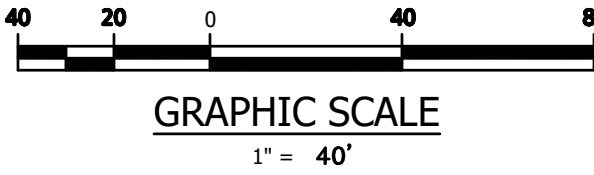
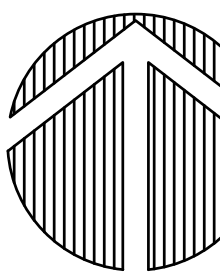
*SETBACKS ALONG EASEMENTS
AND BUFFER LINES EXPAND TO
THE EASEMENTS OR BUFFER
WIDTH WHERE NECESSARY.
REFER TO LOTS 12, 27, 28, 42
AND 43.

NO CONSTRUCTION IS
PERMITTED WITHIN THE
CONSERVATION EASEMENT AS
SHOWN HEREON. ADDITIONAL
INFORMATION CAN BE FOUND IN
O.R. BOOK 2725, PAGE 1267.

LEGEND

- = FOUND PERMANENT REFERENCE MONUMENT,
(P.R.M.) (4" X 4" CONCRETE
MONUMENT, L.B. #3501)
- = SET 1/2" CAPPED IRON ROD,
(L.B. #3501)
- = SET PERMANENT REFERENCE MONUMENT,
(P.R.M.) (1/2" CAPPED IRON ROD, L.B. #3501)
- ⊙ = FOUND PERMANENT CONTROL POINT,
(P.C.P.) (NAIL AND DISK L.B. #3501)
- ⊗ = FOUND PERMANENT CONTROL POINT,
(P.C.P.) (NAIL AND DISK L.B. #3501)
- ⊠ = FOUND 4"x4" CONCRETE MONUMENT
(NO IDENTIFICATION)
- ⊖ = FOUND PERMANENT REFERENCE MONUMENT,
(P.R.M.) (1/2" CAPPED IRON ROD, L.S. #3420)
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- L.S. = LICENSED SURVEYOR
- L.B. = LAND SURVEYING BUSINESS
- No. OR # = NUMBER
- ± = MORE OR LESS
- = DISTANCE NOT TO SCALE
- O.R. = OFFICIAL RECORDS
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.C.P. = PERMANENT CONTROL POINT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- (°) = DEGREES
- (') = MINUTES OR FEET
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- N = NORTH OR NORTHING
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- R/W = RIGHT OF WAY
- C/L = CENTERLINE
- R = RADIUS
- Δ = ARC LENGTH
- Δ = CENTRAL ANGLE OR DELTA
- C = CHORD LENGTH
- CB = CHORD BEARING
- C2 = CURVE DATA
- L3 = LINE DATA
- EX = EXISTING
- FDEP = FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

NORTH



CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	141.62'	859.99'	09°28'08"	S 114°59'59" W	141.46'
C2	181.83'	345.00'	30°12'50"	S 88°51'36" W	179.83'
C3	25.17'	425.00'	03°23'38"	S 77°57'42" E	25.17'
C4	19.75'	12.00'	94°16'34"	N 43°57'21" E	17.59'
C5	11.18'	12.00'	53°21'39"	N 60°08'15" E	10.78'
C6	11.18'	12.00'	53°21'39"	N 66°30'06" W	10.78'
C7	78.54'	50.00'	90°00'00"	S 41°49'05" W	70.71'
C8	18.85'	12.00'	90°00'00"	S 48°10'55" E	16.97'
C9	11.18'	12.00'	53°21'39"	N 60°08'15" E	10.78'
C10	11.18'	12.00'	53°21'39"	N 66°30'06" W	10.78'
C11	18.85'	12.00'	90°00'00"	S 41°49'05" W	16.97'
C12	18.66'	12.00'	89°05'06"	S 47°43'28" E	16.83'
C13	26.75'	100.00'	15°19'45"	N 04°28'57" E	26.67'
C14	47.48'	100.00'	27°12'10"	N 25°44'55" E	47.03'
C15	47.48'	100.00'	27°12'10"	N 52°57'05" E	47.03'
C16	35.37'	100.00'	20°15'54"	N 76°41'08" E	35.19'
C17	25.90'	50.00'	29°40'52"	N 48°17'52" E	25.61'
C18	44.62'	50.00'	51°07'33"	N 88°42'04" E	43.15'
C19	29.14'	50.00'	33°23'29"	S 49°02'25" E	28.73'
C20	29.14'	50.00'	33°23'29"	S 15°38'56" E	28.73'
C21	34.84'	50.00'	39°55'41"	S 21°00'39" W	34.14'
C22	34.72'	50.00'	39°47'31"	S 60°52'15" W	34.03'
C23	51.85'	50.00'	59°24'43"	N 69°31'38" W	49.55'
C24	55.66'	50.00'	63°47'01"	N 65°20'56" E	52.83'
C25	34.72'	50.00'	39°47'31"	S 62°51'48" E	34.03'
C26	30.72'	50.00'	35°11'49"	S 25°22'09" E	30.23'
C27	30.72'	50.00'	35°11'49"	S 09°49'40" W	30.23'
C28	42.74'	50.00'	48°58'54"	S 01°53'02" W	41.45'
C29	55.65'	50.00'	63°46'15"	N 71°42'24" W	52.82'
C30	92.15'	1275.00'	04°08'28"	N 85°39'45" E	92.13'
C31	65.45'	1275.00'	02°56'28"	N 82°07'17" E	65.44'
C32	14.86'	1325.00'	00°38'33"	N 80°58'19" E	14.86'
C33	80.19'	1325.00'	03°28'03"	N 83°01'37" E	80.18'
C34	80.19'	1325.00'	03°27'36"	N 86°39'26" E	80.00'
C35	80.13'	1325.00'	03°27'54"	N 89°57'11" E	80.12'
C36	80.55'	1325.00'	03°28'59"	S 86°34'22" E	80.54'
C37	102.56'	1325.00'	04°28'06"	S 82°36'50" E	102.54'
C38	95.54'	1325.00'	04°07'53"	S 78°19'50" E	95.52'
C39	81.49'	1275.00'	03°39'44"	N 78°05'45" W	81.48'
C40	80.67'	1275.00'	03°37'30"	N 81°44'22" W	80.65'
C41	80.18'	1275.00'	03°36'11"	N 85°11'22" W	80.16'
C42	80.01'	1275.00'	03°35'44"	N 88°57'10" W	80.00'
C43	80.16'	1275.00'	03°36'09"	S 87°26'54" W	80.15'
C44	80.64'	1275.00'	03°37'25"	S 83°50'07" W	80.62'
C45	30.55'	1275.00'	01°22'21"	S 81°20'13" W	30.54'
C46	50.54'	1325.00'	02°11'08"	S 81°44'37" W	50.54'
C47	80.51'	1325.00'	03°28'54"	S 84°34'38" W	80.50'
C48	80.12'	1325.00'	03°27'52"	S 88°03'00" W	80.10'
C49	80.02'	1325.00'	03°27'36"	N 88°29'16" W	80.00'
C50	80.21'	1325.00'	03°28'06"	N 85°01'25" W	80.20'
C51	138.32'	1275.00'	06°12'57"	S 85°47'53" E	138.25'
C52	66.89'	250.00'	15°19'45"	N 04°28'57" E	66.69'
C53	118.70'	250.00'	27°12'10"	N 25°44'55" E	117.58'
C54	118.70'	250.00'	27°12'10"	N 52°57'05" E	117.58'
C55	88.42'	250.00'	20°15'54"	N 76°41'08" E	87.96'
C56	36.46'	575.00'	03°38'00"	S 24°46'58" E	36.46'
C57	128.87'	575.00'	12°50'28"	S 16°32'44" E	128.60'
C58	69.68'	575.00'	06°56'34"	S 06°39'12" E	69.63'
C59	72.86'	1275.00'	03°16'27"	N 81°03'11" W	72.85'
C60	88.85'	1325.00'	03°50'32"	N 81°22'06" W	88.84'
C61	10.11'	454.99'	01°16'25"	N 79°58'40" W	10.11'

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION
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THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Prepared: June 2024

PREPARED BY:



Gustin, Cotham & Tucker, Inc.

Land Surveying

121 Hart Street Niceville, FL 32578 (850) 678-5141

FOX VALLEY PHASE 3B

SHEET 4 OF 4

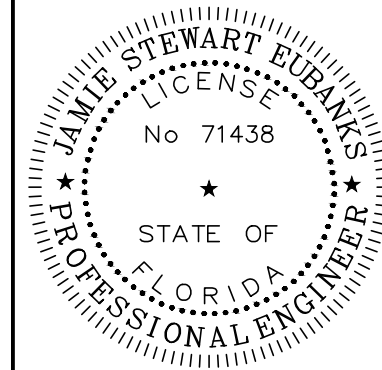
210041.01B

The map displays the Foxwood area in Broward County, Florida. A callout box labeled "SITE" points to a specific location within the Foxwood area. The map includes major roads such as W James Lee Blvd, S Ferdon Blvd, and US Highway 10. Key landmarks like the Foxwood Country Club and Fox Valley are labeled. Surrounding neighborhoods include Ridge Crest, Ferdon Heights, South Pointe Estates, and Southgate. The map also shows the location of the Foxwood Country Club and Fox Valley.

DUTY TO INDEMNIFY

SHEET INDEX	
#	TITLE
01	COVER SHEET
02	EXISTING CONDITIONS
03	ROADWAY PLAN & PROFILE
04	ROUNDBOUT SITE PLAN
05	MISCELLANEOUS DETAILS
06	SPECIFICATIONS I
07	SPECIFICATIONS II

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM



JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71434

REV	DATE	DESCRIPTION	BY
1	10/11/2023	CLIENT REVISIONS	
2	7/15/2025	CITY OF CRESTVIEW REVIEW COMMENTS	MPF
3	8/19/2025	CITY OF CRESTVIEW REVIEW COMMENTS	MPF

OKALOOSA DEVELOPMENT COMPANY, INC.

FOX VALLEY OFF-SITE ROADWAY
CRESTVIEW, FLORIDA

COVER SHEET

NOT VALID UNLESS READING ENGINEER'S ORIGINAL SIGNATURE

JOB:	19-97
DATE:	02-2025
DESIGNED:	MPF
DRAWN:	MPF

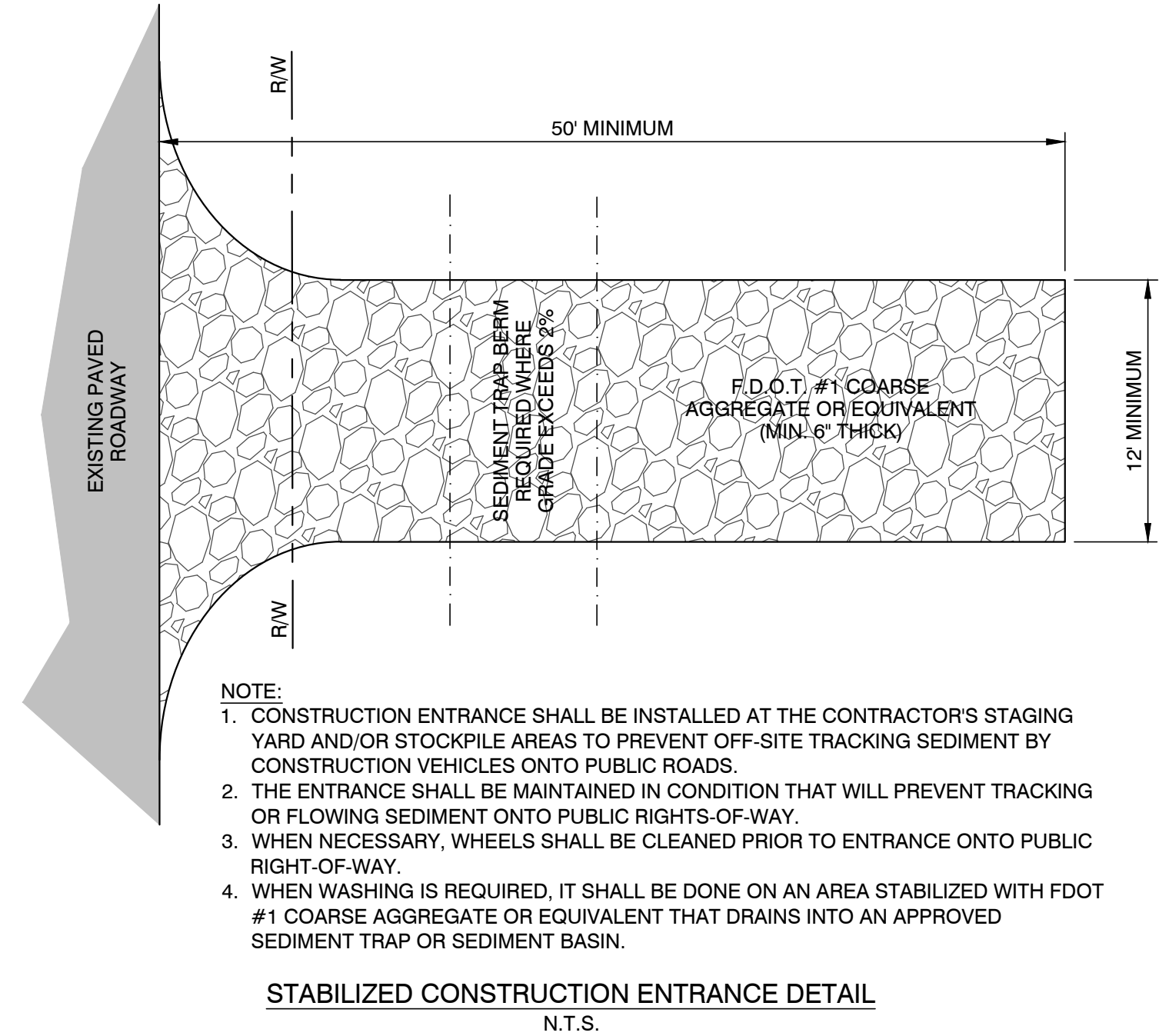
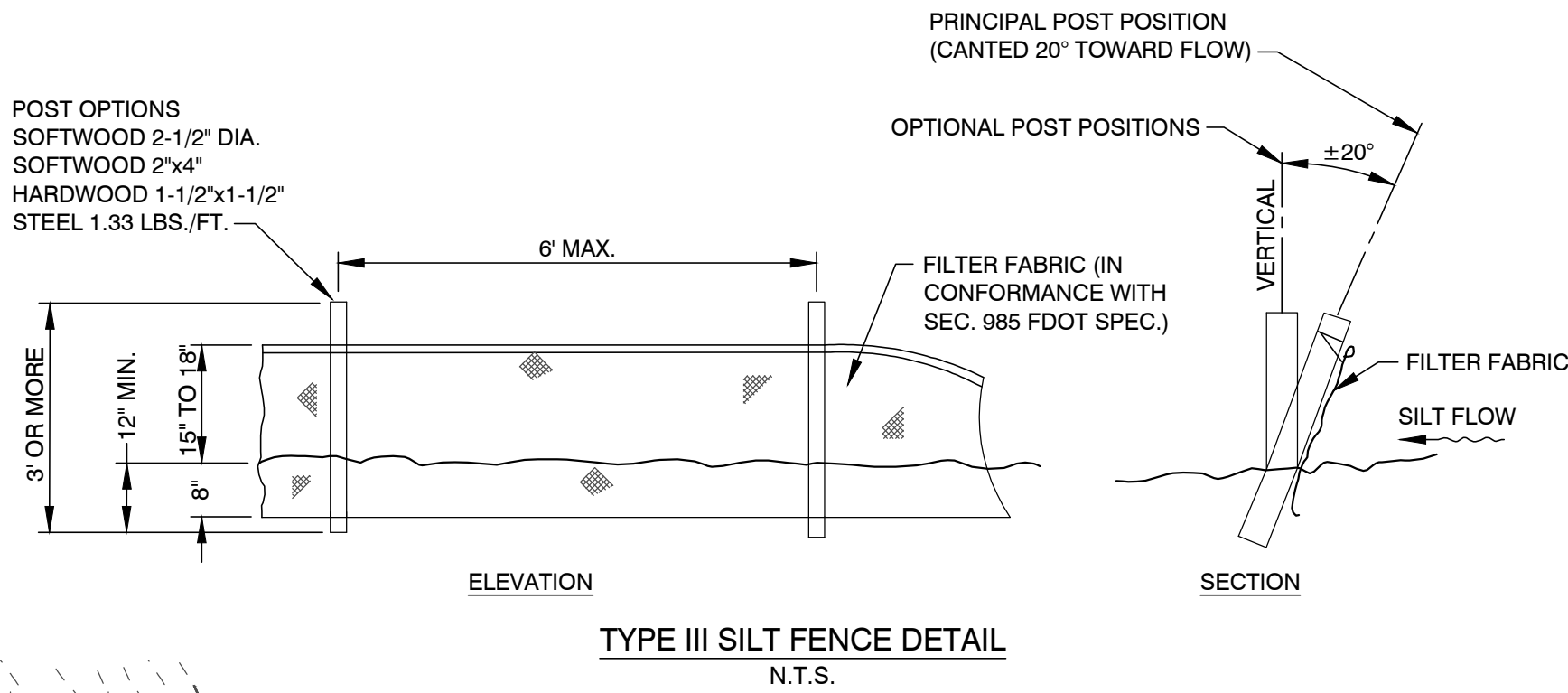
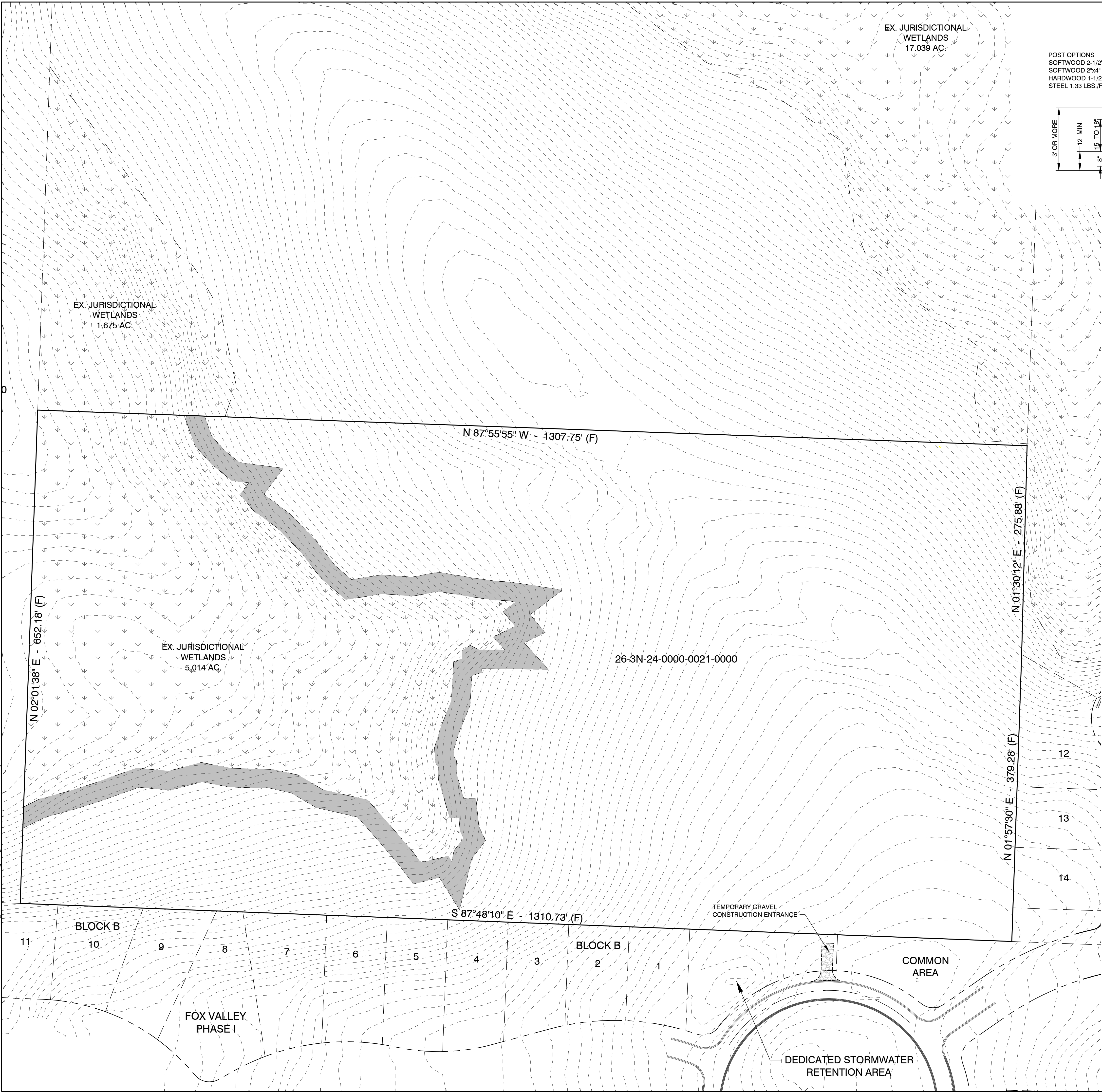
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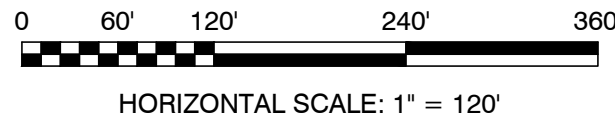
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- EROSION PREVENTION & SITE STABILIZATION:**
- SILT FENCE AND EROSION CONTROL SHALL BE INSTALLED IN ACCORDANCE WITH THE CIVIL ENGINEERING CONSTRUCTION PLANS.
 - FOLLOWING LAND CLEARING & ROUGH GRADING ANY AREA LEFT UNVEGETATED FOR MORE THAN 7 DAYS MUST BE STABILIZED TEMPORARILY BY MULCHING OR ESTABLISHING A TEMPORARY VEGETATIVE COVER (SEEDING). AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER WILL BE FILLED IN WITH PROPER TOPSOIL AND RE-SEEDED AS SOON AS SUCH AREAS ARE IDENTIFIED.
 - ALL GRADES LESS STEEP THAN 3:1 SHALL HAVE THE SOIL SURFACE LIGHTLY ROUGHENED & LOOSENEED TO A DEPTH OF 2 TO 4 INCHES PRIOR TO SEEDING.
 - ALL SLOPES STEEPER THAN 3:1 REQUIRE SURFACE ROUGHENING (GROOVING, FURROWING, OR TRACKING) PRIOR TO STABILIZATION.
 - AREAS WHERE FINAL GRADE IS GREATER THAN 3:1 SHALL BE BROUGHT TO FINAL GRADE AND STABILIZED BY THE INSTALLATION OF STAGGERED JOINTS OF SOD PINNED ON THE SLOPES. SOD SHALL BE INSTALLED WITH THE LENGTH PERPENDICULAR TO THE SLOPE (ON THE CONTOUR).
 - FILTER FABRIC IS TO BE INSTALLED OVER ALL INLET TOPS IMMEDIATELY AFTER INSTALLATION AND IS TO BE MAINTAINED IN WORKING ORDER THROUGHOUT THE PROJECT DURATION.
 - THE RESPONSIBLE PARTY, AS INDICATED IN THE NPDES N.O.I. PERMIT FORM, SHALL INSPECT THE PROPERTY AT LEAST WEEKLY. ANY REPAIRS THAT ARE NECESSARY SHALL BE COMPLETED BY THE CONTRACTOR IMMEDIATELY.
 - MAINTENANCE OF THE ROCK ENTRANCE SHALL BE MAINTAINED AS NECESSARY.
 - INLETS AND OUTFALLS SHALL BE INSPECTED WEEKLY AND AFTER ANY SIGNIFICANT RAINFALL EVENT, AND ANY REPAIRS OR GENERAL MAINTENANCE SHALL BE COMPLETED IMMEDIATELY.
 - AFTER A FINAL ROUGH GRADE HAS BEEN ESTABLISHED, THE SEEDED OR SODDED AREAS ARE TO BE MAINTAINED, AND RE-SODDED OR RE-SEEDED AS NEEDED.
 - ANY SOD OR SEED THAT HAS BEEN WASHED AWAY OR WASHED OUT, SHALL BE REPLACED IMMEDIATELY.

PROTECTED TREE NOTE
NO PERSON SHALL CUT, REMOVE OR DAMAGE ANY PROTECTED TREE IN A MANNER WHICH CAUSES THE TREE TO DIE WITHIN A PERIOD OF TWO YEARS WITHOUT FIRST OBTAINING A LAND CLEARING AND PROTECTED TREE REMOVAL PERMIT, OR WITHOUT SUCH REMOVAL BEING APPROVED AS PART OF A DEVELOPMENT ORDER THAT PROVIDED A LANDSCAPE PLAN AS REQUIRED BY 6.08.05. A ONE (1) TWO (2) OR THREE (3) FAMILY DWELLING IS EXEMPT FROM THE REQUIREMENTS OF THIS SECTION AS PROVIDED FOR IN 6.08.03 EXCEPT THAT THEY MUST REPLANT A TREE LISTED ON THE PROTECTED TREE LIST OR TREE REPLANT LIST, WITH SUCH REPLACEMENT TREE MEASURING A MINIMUM OF 1.5 INCHES DBH.

CLEARING NOTE
ANY CLEARING WITHIN THE CONSERVATION ZONED AREA WILL BE LIMITED TO ONLY THE AREA WHERE THE ROAD WILL ACTUALLY BE PLACED. THE REMAINDER OF THE CONSERVATION AREA SHALL BE LEFT IN ITS NATURAL STATE.



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICVIL.COM

JAMIE S. EUBANKS, P.E.
FL REGISTRATION NO. 71438

BY	DATE	DESCRIPTION
MPF	10/11/2023	CLIENT REVISIONS
MPF	8/18/2025	CITY OF CRESTVIEW REVIEW COMMENTS

OKALOOSA DEVELOPMENT COMPANY, INC.

FOX VALLEY OFF-SITE ROADWAY
CRESTVIEW, FLORIDA

EXISTING CONDITIONS

JOB: 19-97
DATE: 02-2025
DESIGNED: MPF
DRAWN: MPF

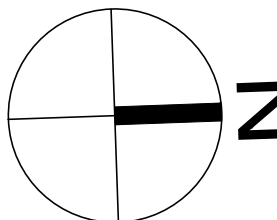
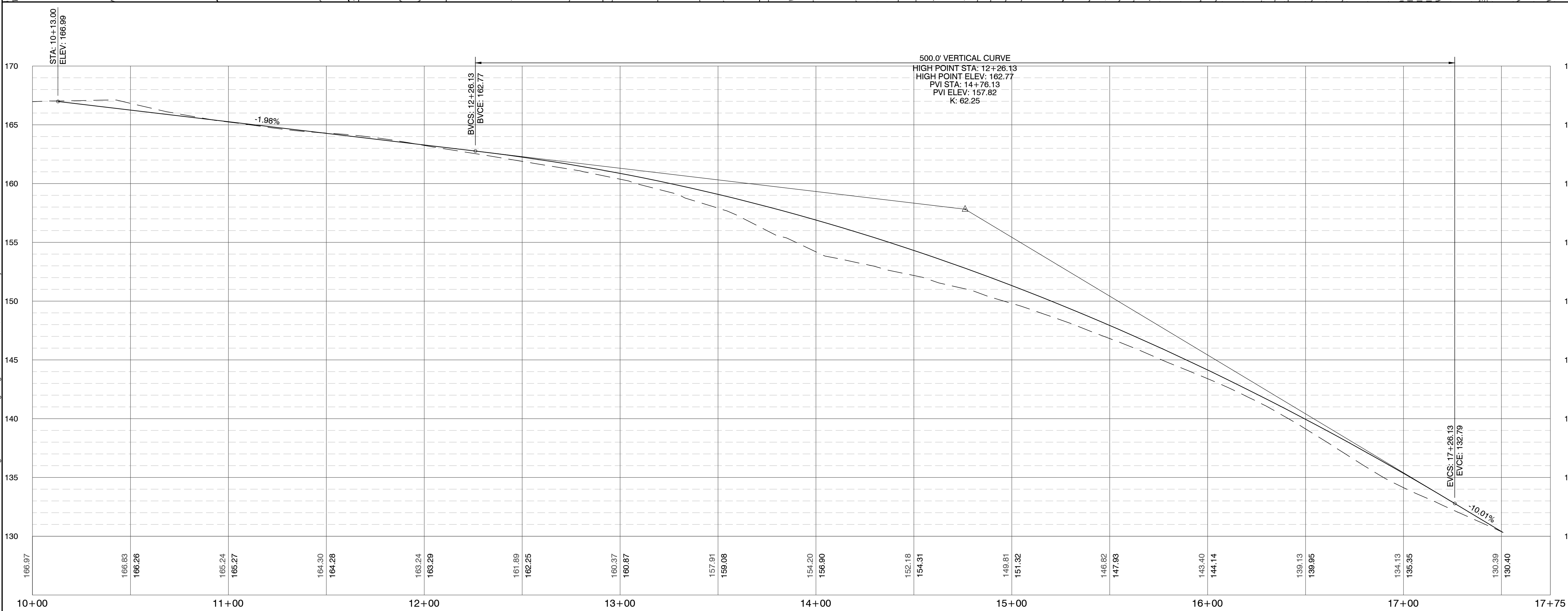
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DRAWING NUMBER
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SHEET NUMBER
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ROADWAY CENTERLINE CURVE TABLE							
CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD DIRECTION	START STA.	END STA.
C1	62.00'	36.99'	34°11'13"	36.45'	N28°46'48"E	11+14.16	11+51.15
C2	62.00'	47.52'	43°54'54"	46.37'	N23°54'57"E	11+51.15	11+98.67
C3	62.00'	49.21'	45°28'28"	47.93'	N24°41'14"E	16+08.47	16+57.67
C4	62.00'	49.09'	45°21'54"	47.82'	N24°45'02"E	16+57.67	17+06.76



- CUT / FILL REPORT:**
 2D SURFACE AREA (SQ.FT.) = 39,723.1
 CUT (CU.YD.) = 594.46
 FILL (CU.YD.) = 249.28
 NET (CU.YD.) = 345.19 (CUT)

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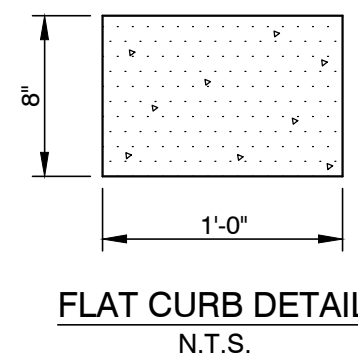
OKALOOSA DEVELOPMENT COMPANY, INC.

FOX VALLEY OFF-SITE ROADWAY
CRESTVIEW, FLORIDA

ROUNDABOUT SITE PLAN

FOR: OKALOOSA DEVELOPMENT COMPANY, INC.
PROJECT: FOX VALLEY OFF-SITE ROADWAY, CRESTVIEW, FLORIDA
DATE: 10/15/2010
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
APPROVED BY: J. B. BROWN

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[illegible]

1 SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

- All street rights-of-way.
- All areas where excavation or embankment are to take place.
- Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

1.1 SCOPE:

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above grade improvements.
- Removing below grade improvements.

1.2 JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and/or Local approving authority.

Clearing and Protection in Construction Areas: Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on project site.

Restore damaged improvements to original condition as acceptable to the Owner.

1.3 LIMITATIONS:

Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
- Essential grade changes.
- Surface water drainage and utility installation.
- Location of driveways, buildings, and required parking.

1.4 CLEARING AND GRUBBING:

Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

1.5 FILLING:

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

1.6 REMOVAL OF IMPROVEMENTS:

Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

1.7 DISPOSAL OF WASTE MATERIALS:

No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis, and dispose of off-site in an approved area.

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

Section 120 of the Florida D.O.T. Specification. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined to AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the Contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

2.2 SOIL CEMENT BASE:

The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the Contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when so squeezed. This requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint, the highest moisture content should be maintained that permits packing and finishing without surface checking, showing or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at a rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

2.3 SAND-CLAY BASE COURSE:

The following tests shall be performed prior to placing the material on the roadbed:

Composition and gradation	Percent of material passing the 10-mesh sieve
• Clay (material smaller than 0.005mm)	8 to 21
• Silt (material from 0.005 to 0.005mm)	0 to 10
• Combined clay and silt	8 to 25
• Limerock Bearing Ration Value (LBR)	Of at least 75
• Liquid Limit	Not greater than 25
• Plasticity Index	Not greater than 6

The results of these tests shall be submitted to the engineer for approval. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or fraction thereof.

Note: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

2.4 LIMEROCK BASE COURSE:

Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

Test	Requirement
• Liquid Limit	Less than 35
• Plastic Index	Non-Plastic
• Gradation	97% passing 3.5 inch sieve
• Limerock Bearing Ratio	Not less than 100

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each day's compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

2.5 GRADED AGGREGATE BASE COURSE:

Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

- Soundness Loss, Sodium, Sulfate: AASHTO T-104.
- Percent Wear: AASHTO T-96 (Grading A).
- Sieve Analysis.
- Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

2.6 ASPHALT BASE COURSE:

Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The minimum Marshall stability shall be 1000 lbs./sq. in. as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

3.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
• Section 901	Course Aggregate
• Section 902	Fine Aggregate
• Section 916	Bituminous Materials
• Section 917	Mineral Filler
• Section 300	Bituminous Treatments, Surface Courses and Concrete Pavement
• Section 331	Type S Asphalt Concrete

American Society for Testing and Materials (ASTM) Publications:	
• D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457mm) Drop.
• D 1557	Marshall Stability Mix Design

3.3 SUBMITTALS:

Asphalt Design Mix: Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.

Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

Asphalt extraction tests.

Aggregate gradation tests.

Marshall stability tests.

3.4 JOB CONDITIONS:

Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

3.5 MATERIALS:

Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with Section 917 of the Florida D.O.T. Specification.

Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with Section 916 of the Florida D.O.T. Specification.

Course Aggregate: Comply with Section 901 of the Florida D.O.T. Specification.

Fine Aggregate: Comply with Section 902 of the Florida D.O.T. Specification.

Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida D.O.T. Specifications.

Asphaltic Concrete Design Mixes: Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida D.O.T. Specifications.

Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida D.O.T. Specifications.

Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida D.O.T. Specifications.

Percent bitumen by weight of total weight mix: 5.0 - 8.5.

Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.

Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and graduations which meet Florida D.O.T. Specifications and exhibit satisfactory record on previous installations.

3.6 BASE COURSE PREPARATION:

Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.

Remove loose material from compacted base material surface immediately before applying prime coat.

Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

Prime Coat:

- Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
- Apply bituminous prime coat in accordance with Section 300 of Florida D.O.T. Specifications.
- Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
- Cure and dry as long as necessary to attain penetration and evaporation of volatile.

Tack Coat:

- Tack coat shall be applied in accordance with Section 300 of Florida D.O.T. Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
- Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or later of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
- Distribute at rate of 0.08 ga./sq. yd. of surface.
- Allow to dry until at proper condition to receive paving.

3.7 PLACING ASPHALT MIX:

Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:

- When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
- When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
- When ambient temperature is higher than 60 degrees F: 275 degrees F.

Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing:

- Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
- After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

Joints:

- Construct joints between old and new pavements as detailed in the plans.
- Joints between successive days work shall be constructed to ensure continuous bond between adjoining work.
- Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
- Clean contact surfaces and apply tack coat.

3.8 COMPACTION:

Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559. Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling:

- Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
- Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- Second Rolling:
- Follow breakdown rolling as soon as possible, while mixture is hot.
- Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling:

- Perform finish rolling while mixture is still warm enough for removal of roller marks.
- Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching:

- Remove and replace paving areas mixed with foreign materials and defective areas.
- Cut out such areas and fill with fresh, hot asphalt concrete.
- Compact by rolling to maximum surface density and smoothness.

Protection:

- After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 FIELD QUALITY CONTROL:

An independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.

Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.

Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida D.O.T. Specifications.

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

This section includes sidewalks, curbs, and miscellaneous concrete pavement.

4.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
• Section 345	Portland Cement Concrete
• Section 350	Cement Concrete Pavement
• Section 520	Concrete Gutter, Curb Elements and Traffic Separator
• Section 931	Metal Accessory Materials for Concrete Pavement and Concrete Structures

American Society for Testing and Materials (ASTM) Publications:

- A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
- D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457mm) Drop.
- D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

4.3 SUBMITTALS:

Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

4.4 MATERIALS:

Forms:

- Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removed.
- Use straight forms, free of distortion and defects.
- Use flexible spring steel forms or laminated boards to form radius bends as required.

Form Release Agent:

- Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

Welded Wire Mesh:

- Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida D.O.T. Specifications.

Reinforcing Bars:

- Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida D.O.T. Specifications.

Concrete Materials:

- Comply with requirements of Sections 345 and 350 of the Florida D.O.T. Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

Joint Fillers:

- Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751. Joint fillers shall comply with Section 932 of the Florida D.O.T. Specifications.

4.5 MIXING:

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:

- Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
- Slump Range: 3" - 5".
- Air Content: 3% to 6%.

4.6 PREPARATION:

Surface Preparation:

- Remove loose material from compacted base material surface immediately before placing concrete.
- Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D 1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

4.7 CONCRETE INSTALLATION:

Form Construction:

- Set forms to required grades and lines, rigidly braces and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to following tolerances:
 - Top of forms not more than 1/8" in 10'-0".
 - Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
 - Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Reinforcement:

- Locate, place, and support reinforcement to ensure compliance with plans.

Concrete Placement:

- Comply with requirements of Sections 345, 350, and 520 of Florida D.O.T. Specifications for mixing and placing concrete.

Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

Curbs and Gutters:

Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

4.8 JOINT CONSTRUCTION:

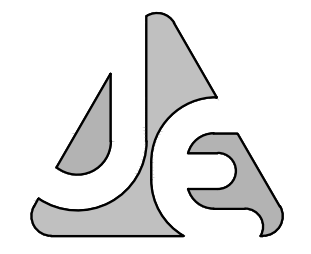
Construct expansion, weakened-plane (Contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

Weakened-Plane (Contraction) Joints:

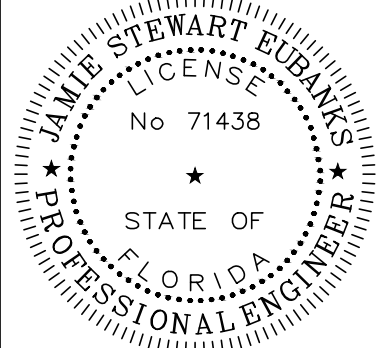
- Provide weakened-plane (contraction) joints, sectioning concrete into areas at 15'-0" o.c. maximum each way.
- Sidewalks shall have contraction joints at 5'-0" o.c.
- Construct weakened-plane joints for depth equal to at least 1/4 concrete thickness.

Tooled Joints:

Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICVIL.COM



JAMIE S. EUBANKS, P.E.
FL REGISTRATION NO. 71438

BY	DATE	DESCRIPTION
MPF	10/11/2023	CLIENT REVISIONS
MPF	8/18/2025	CITY OF CRESTVIEW REVIEW COMMENTS

OKALOOSA DEVELOPMENT COMPANY, INC.

FOX VALLEY OFF-SITE ROADWAY
CRESTVIEW, FLORIDA

SPECIFICATIONS 1

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 19-97

DATE: 02-2025

DESIGNED: MPF

DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
0 1"

IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
06 OF 07

SHEET NUMBER
C06

Fox Valley Owner's Association, Inc.

September 8, 2025

Page Two

The gravel road shown would be improved as a road right-of-way when the 16 lots are developed on our property.

With a copy of this letter, we are requesting that the Fox Valley Owners Association approve these improvements to the common areas as indicated by the attached plan and this letter.

If this meets with the approval, please execute this letter below.

If you have any questions, please call me at 904-993-2857.

Very truly yours,

4900 ANTIOCH ROAD, LLC

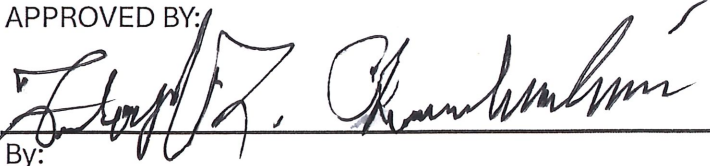


Gregory E. Matovina

President of Matovina & Company

Manager

APPROVED BY:



By:

Its:

HOA DEVELOPMENT PRES.



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Strategic Initiatives Director, Barry Henderson, Development Services Director
DATE: 12/04/2025
SUBJECT: 2024-2025 CDBG CAPER Report

BACKGROUND:

The City of Crestview receives funding from the U.S. Department of Housing and Urban Development (HUD), through the Community Development Block Grant (CDBG) Program. The city is considered an "entitlement community" with a prescribed formula for funding developed by HUD using select city demographic information. As a condition of being an entitlement community, the city is required to perform annual evaluations of its CDBG program through the completion of a Consolidated Annual Performance and Evaluation Report (CAPER).

On August 12, 2024, City Council approved the FY 2024-2025 CDBG Annual Action Plan, which specifically allocated funding for the FY 2024-2026 programs whose performance is evaluated in this CAPER.

DISCUSSION:

Staff has completed the FY 2024-2025 CAPER in accordance with HUD requirements. A total of \$167,832.50 was awarded to the city for FY 2024-2025. \$33,566.60 of which was allocated to Administration and Planning, \$25,174.45 was allocated to Crestview Resource Center, \$15,000.00 was allocated to GFWC Women's Club \$12,000.00 was allocated to Bridgeway Center, \$40,000.00 was allocated to the Crestview Manor Elevator, and \$42,091.45 was allocated to the Crestview Church of the Nazarene's Dinner @ Dad's food distribution program & education building. All projects for the 2024-2025 year have been completed as of this time.

The CAPER was made available for public comment, and an advertisement ran in the Crestview News Bulletin on November 20th, 2025. At the time of this report, no public comments have been received.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

FINANCIAL IMPACT

There are no financial obligations associated with this report. The FY 2024-2025 CDBG allocation expenditure report is as follows:

Activity Name	IDIS Activity ID	Annual Action Plan Allocation	Remaining
Planning & Administration	33	\$33,566.00	\$0.00
Bridgeway Center – Outdoor Therapy Equipment	32	\$12,000.00	\$0.00
GFWC Women’s Club Flooring Replacement	31	\$15,000.00	\$0.00
Crestview Resource Center Operations	29	\$25,174.45	\$0.00
Crestview Manor Elevator	30	\$40,000.00	\$0.00
Dinner at Dad's Program and Education Building	28	\$42,091.45	\$0.00

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the 2024-2025 Community Development Block Grant Consolidated Annual Performance and Evaluation Report.

Attachments

1. 2024-2025 CDBG CAPER Report

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The activities for the 2024 action plan have been completed and staff is currently processing the final documents necessary to draw down the remainder of funds.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Blight Removal	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	40	45	112.50%			
Expand Economic Opportunity	COVID-19 CDBG-CV Funding	CDBG-CV: \$	Businesses assisted	Businesses Assisted	19	6	31.58%			
Planning and Administration	Planning & Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Provide a Suitable Living Environment	Affordable Housing	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Provide a Suitable Living Environment	Affordable Housing	CDBG: \$	Other	Other	1	1	100.00%			
Public Facility Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	2310	231.00%	300	300	100.00%
Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		500	500	100.00%
Public Services	Non-Housing Community Development	CDBG: \$	Homelessness Prevention	Persons Assisted	0	0				
Public Services	Non-Housing Community Development	CDBG: \$	Other	Other	1	1	100.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,095
Black or African American	527
Asian	62
American Indian or American Native	12
Native Hawaiian or Other Pacific Islander	8
Total	1,704
Hispanic	126
Not Hispanic	1,578

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	167,833	167,833

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CRESTVIEW	100	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

In FY24-25, 100% of the funding was invested within LMI areas or to Low-Mod Limited Clientele to maximize the impact of the funding.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City does not receive HOME or ESG funding. CDBG does not require matching funds, however, funding is leveraged by private, state, local and other federal funding as available. Though not expressly mentioned within the plan, the City has leveraged publically owned land and State of Florida appropriation to assist in the provision of land and site construction for Vineyard Village, a 28-unit affordable housing development within an LMI area. Additionally we have leveraged a State of Florida appropriation to assist in the construction of the Benjamin Street Sewer project, the design of which was previously funded under the CDBG program.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City is able to use the blight removal aspects of the CDBG program to expedite the redevelopment of individual lots within the City to affordable housing that is suitable for occupancy. One problem encountered are the limitations on the use of CDBG funds to support the construction of new affordable housing, a lack of engagement regarding the methods that do exist for CDBG to be used to support affordable housing construction, and a lack of coordination across other available funding sources and programs.

Discuss how these outcomes will impact future annual action plans.

As the City progresses as an entitlement community, we gain a better understanding of how CDBG funds can be used to support affordable housing. It appears imperative that, due to our grant amount, the City continues to work toward avenues to support affordable housing that include other funding sources and leveraging public/private partnerships with community based housing organizations and developers.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

N/A

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City partners with the Homelessness & Housing Alliance (HHA), our Continuum of Care, regarding the needs of homeless and unsheltered persons generally, as well as the specific needs of individuals experiencing homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City collaborates with the HHA and other local organizations to best understand the needs of our area regarding emergency shelters and transitional housing. The City is considering the use of CDBG funds in future years to support the construction of transitional housing for homeless persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City helps support the Crestview Manor, which provide assistance to individuals that may be low-income and/or are at risk of homelessness. Additionally, we have assisted Bridgeway Center in facility improvements that serve to increase their capacity for the mental health services that they provide.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City partners with the HHA and maintains a relationship with the Crestview Area Shelter for the Homeless to determine future opportunities to provide funding that will facilitate the transition to permanent housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

During this program year, the City did not address public housing needs directly, however we maintain a relationship with the City of Crestview Housing Authority to best understand the needs of, and develop methods to address any needs if/when they arise.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

At this time, there are no city-planned activities to encourage public housing residents to become more involved in management and/or participate in homeownership. However, with the strengthened relationship with the Crestview Housing Authority, and the assumption by the City of SHIP program funds, the City will work to consider methods to encourage public housing residents to become more involved in management and participate in homeownership.

Actions taken to provide assistance to troubled PHAs

The Crestview Housing Authority is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.	0			
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 12/04/2025
SUBJECT: Financial Update - Finance Director

BACKGROUND:

This is a presentation of the monthly financial information as required by the City Charter.

DISCUSSION:

Below you will find the links to the November payment registers, as well as the September Cash Carryforward and Monthly Financial Statement.

Follow this link by clicking on the icon with the arrow for the [September](#) Cash Carryforward.
Follow this link by clicking on the icon with the arrow for the [September](#) Financial Statements.
Follow this link by clicking on the icon with the arrow for the [November](#) Check Registers
Follow this link by clicking on the icon with the arrow for the [November](#) Amazon Registers.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

For informational purposes.

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE:
SUBJECT: City Manager Updates

BACKGROUND:

DISCUSSION:

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests a motion

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 8, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor, Dominique Vaughn, Executive Assistant
DATE: 12/04/2025
SUBJECT: 2026 Mae Reatha Coleman Citizen of the Year Selection

BACKGROUND:

Resolution 2020-14 re-established the Mae Reatha Coleman Citizen of the Year Award, which was originally established in 2012.

DISCUSSION:

The nomination committee met on November 6, 2025 to select a candidate from the submitted nominations. The presentation of the award shall take place at a ceremony prior to the January 12, 2026 City Council meeting.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Budgeted item.

RECOMMENDED ACTION

Request a motion to approve the nominee selected by the committee for the 2026 Mae Reatha Coleman Citizen of the Year Award.

Attachments

None