
**CITY OF CRESTVIEW
DEPARTMENT OF PUBLIC SERVICES**

**FY-2019 ASPHALT OVERLAY
Bid No. 19-0513A**

**Brona D. Steele
Director
of
Public Services**

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SECTION 00020

ADVERTISEMENT FOR BIDS
FOR
CITY OF CRESTVIEW
FY-2019 ASPHALT OVERLAY
BID NO. 19-0513A

NOTICE IS HEREBY GIVEN: That sealed bids will be received by the City of Crestview, at the City Clerk's Office 198 N. Wilson Street, Crestview, Florida 32536; until **May 13, 2019 at 2:00 p.m.**

Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

Bid opening will be promptly at 2:00 p.m. on May 13, 2019 at the City Hall Council Chambers, 198 N. Wilson Street, Crestview, Florida 32536, at which time all bids received will be publicly opened and read aloud.

DESCRIPTION OF WORK: All work for the Project shall be awarded and constructed, if award is made, under one Contract. Bids shall be submitted for the Work described:

This bid shall include all work incidental to the supply and laying of approximately 4,875 tons of Type "S.P.-9.5" asphaltic concrete material or equivalent, to be paid for by the ton, a bid that includes several street locations. Contractor will be responsible for traffic management and will provide a schedule to the city for public service announcements. The construction sites will require complete cleanup upon completion.

Bidders are urged to make on-site inspections of streets listed. If you have any questions, **contact Danny Bowden or Allen Hallford of the Street Division at 715 N. Ferdon Blvd., Crestview, FL or call 850-682-6132 ext. 105 or 106.**

BIDDING DOCUMENTS can be obtained and reviewed at:

Department of Public Services
715 N. Ferdon Blvd.
Crestview, FL 32536
(850) 682-6132

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

Bids shall be prepared from complete Bidding Documents.

BID SUBMITTAL: A single bid shall be submitted for the work. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations.

Award will be made to the lowest responsible and responsive bidder. The City of Crestview will in no way be liable for any costs incurred by any bidder in the preparation of its Bid in response to this Invitation to Bid.

The City reserves the right to waive technicalities or irregularities, to reject any or all bids, and to accept that Bid which is in the best interest of the City.

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.



CITY OF CRESTVIEW, FLORIDA
Crestview, Florida

END OF SECTION

INSTRUCTIONS TO BIDDERS

I General

BIDS will be received by the City of Crestview (herein called the "OWNER") as specified in the Invitation to Bid. The BIDS will be publicly opened and read aloud at the designated time and place.

Each BID must be submitted in a sealed envelope addressed to the City of Crestview. Each sealed envelope containing a BID must be plainly marked on the outside with the name and the number of the project for which the BID is submitted; and the envelope should also show on the outside, the BIDDER's name and address.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including any addenda. After BIDS have been submitted the BIDDER shall not assert that there has been any misunderstanding concerning the quantities of work or of the nature of the work to be done.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. The Bid form is the only document to be completed and signed at the bid opening.

No BID Bond is required.

A BIDDER may not modify its BID after BID opening. Errors in the extension of unit prices stated in a BID or in multiplication, division, addition, or subtraction in a BID may be corrected by the Director of Public Services prior to award. In such cases, unit prices shall not be changed.

Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID after the actual date of the opening thereof.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. A conditional or qualified BID may not be accepted.

BID tabulations will be posted for review on the city website: www.cityofcrestview.org

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the work contemplated herein. The low BIDDER will be required to perform at least fifty percent (50%) of the contract work with his/her own employees. The BIDDER to whom the contract is being awarded shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the OWNER.

A PERFORMANCE BOND and PAYMENT BOND each in the amount of 100 percent of the contract price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract, when the AGREEMENT is executed. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a current certified copy of their power of attorney.

Certificate of Insurance, as specified herein, shall be submitted at the time of signing the AGREEMENT.

The BIDDER to whom the contract is being awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND and Insurance on or before ten (10) calendar days following delivery of the notice of award to the BIDDER. If the BIDDER fails to properly execute the AGREEMENT or obtain the required PERFORMANCE BOND, PAYMENT BOND, or Insurance within the allotted time, the OWNER may consider the BIDDER in default.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, Insurance Certificates and the AGREEMENT signed by the CONTRACTOR to whom the contract is being awarded shall sign the AGREEMENT and return to such CONTRACTOR an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by written notice withdraw the signed AGREEMENT.

The CONTRACTOR shall thereupon record the PAYMENT and PERFORMANCE BONDS at the Okaloosa County Courthouse and return the recorded originals to the OWNER within seven (7) days.

The NOTICE TO PROCEED shall be issued within ten (10) days of the receipt of the recorded bonds by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT by written notice to the OWNER.

II Scope of Work

The scope of work is as follows:

- * Install approximately 4,875 tons of asphalt overlay with 1" unless noted in the bid form of S.P.-9.5 asphalt or equivalent
- *Provide MOT sufficient for safety of public
- *Sweep/Clean Existing pavement to ensure tack/ asphalt bond
- *Patch existing depressions and inconsistencies to ensure ride quality
- *Tack Coat as specified to ensure bond
- *Level as needed low areas and inconsistencies to ensure ride quality
- *Compact asphalt with static, vibratory and pneumatic rollers to achieve optimum compaction.
- *Upon completion, clean staging, overrun and work areas to pre-construction appearance.

III. Bid Protest Procedure

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSLY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST.

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE CITY CLERK OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS.

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CITY OF CRESTVIEW
Department of Public Services
715 Ferdon Boulevard North
Crestview, Florida 32536

Director
Brona D. Steele
E-Mail: steele@cityofcrestview.org

Telephone No. (850) 682-6132
Fax No. (850) 682-7359
E-Mail: publicservices@cvflorg.gccoxmail.com

BID FORM
BID #19-0513A

BIDDERS NAME: _____

ADDRESS: _____

PROJECT: FY-2019 ASPHALT OVERLAY BID #19-0513A for the City of Crestview, Florida
The Bidder proposes (to furnish all labor, materials, equipment and supplies) to perform all work incidental to the supply and laying of approximately 4,875 tons of Type "S.P.-9.5" asphaltic concrete material or equivalent to be paid for by the ton, a bid that includes several different street locations for the following price:

Item	Description	Qty	Unit	Unit Price	Total Price
1	Sioux Cir. North of Bridge 1505' x 27' with 2.5' wings 660' x 27' with 2.5' wings 1800' x 22.25'	675	tons		
2	McClelland St. 3200' x 28'	630	tons		
3	S. Lincoln St. 1012' x 24' / W. Griffith Ave. 150' x 24'	190	tons		
4	Park Lane 1020' x 24' Curb repairs needed	175	tons		
5	Jones Road 1955' x 24'	315	tons		
6	Palmetto Dr. 2310' x 24.3'	460	tons		
7	Blaylock Area Blaylock St. 680' x 24' January Ct. 310' x 24' Chessher Ct 320' x 24' and 170' x 16' June Ct 290' x 24'	290	tons		
8	Henderson Dr. 800' x 20' (1-1/4")	125	tons		
9	City Hall Area W. Woodruff Ave. 1075' x 24' W. Oakdale Ave. 1055' x 24' N. Lincoln St. 715' x 24' N. Savage St. 350' x 22'	570	tons		

Item	Description	Qty	Unit	Unit Price	Total Price
10	Shoal Terrace Subdivision Oak Terrace Dr. 2928' x 24' Water Oak Lane 845' x 24.5' White Oak Lane 760' x 24' Green Oak Dr. 645' x 24' Oak Place 700' x 24'	955	tons		
11	Beaver Creek Subdivision W. Old Mill Way 1960' x 24' Hollow Cove 560' x 24' w/78' cul-de-sac Cades Cove 70' x 24' w/78' cul-de-sac	490	tons		
	Grand Total			\$	

Total Lump Sum Bid

(Numerals)\$ _____

Print Name of Contractor

Phone

Authorized Representative or Contractor's Signature

Date

SECTION 00650

CERTIFICATE OF INSURANCE

A. INSURANCE REQUIREMENTS

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by this document. Should any of the required insurance policies be canceled before the expiration date thereof, the insuring company shall provide written notice to each insured 30 days prior to cancellation.

B. CERTIFICATE OF INSURANCE FORM

1. The Certificate of Insurance submitted to the Owner and Engineer shall be on the Insurance Company's form with a format similar to the popular ACORD Corporation form.
2. The Owner's project name and project number shall be shown on the Certificate.
3. Three (3) Certificates shall be submitted along with the executed Contract Agreement.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Form No. CG 0001 (11/85) or CG 0002 (2/86) Commercial General Liability; and Insurance Services Office Form No. GL 0404 (5181) Broad Form Comprehensive General Liability; endorsement, and
2. Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto", and CA 0002 (1/87), and
3. Workers' Compensation as required by the State of Florida and Employers' Liability insurance:

B. Minimum Limits of Insurance:

Contractor shall maintain coverage's and limits as follows:

1. General Liability:

Aggregate Limit: \$1,000,000.

Products and completed operation aggregate limit: \$500,000.

Personal and advertising injury limit: N/A.

Each occurrence limit: \$500,000.

Fire damage limit: \$50,000 any one fire.

Medical expense limit: \$5,000 per person.
Blanket: no.

(1) Designated contractors (specify): City of Crestview

2. Automobile Liability:

- (a) Business auto with symbol(s): one (1)
- (b) Limit per accident: \$1,000,000.

3. Workers' Compensation as required by Florida laws, and Employer's Liability with the following minimum limits:

- (a) Each accident: \$100,000.
- (b) Per employee disease: \$100,000.
- (c) All claims disease: \$500,000.

C. Deductibles and Self-Insured Retentions:

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the City, its officials and employees, or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Acceptability of Insurers: Insurance should be placed with insurers having a Bests' rating of A-Excellent and Xiii Financial Size.

E. Verification of Coverage: Successful Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage's required by this appendix. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and endorsement are to be on forms provided or approved by the City and are to be received and approved in final form by the City before work commences.

F. Subcontractors: Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certivicates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

SECTION 00500

AGREEMENT

CITY OF CRESTVIEW, FLORIDA
CONTRACT

FY-2019 ASPHALT OVERLAY
BID #19-0513A

On _____, 2019 THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, herein referred to as the City, accepted the bid of _____ herein referred to as the Contractor, in the amount of, _____ to lay approximately 4,875 tons of Type "S.P.-9.5" asphaltic concrete material or equivalent to be paid for by the ton, a bid that includes several different street locations.

TERMS AND CONDITIONS OF CONTRACT FOR THE
FY-2019 ASPHALT OVERLAY:

1. Entire Contract:

This Agreement represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. The Advertisement for Bids, Instructions to Bidder, Bid Form, Insurance Requirements, Performance Bond, Payment Bond and Notice of Award are included in the contract documents binding the parties. Provisions of this Contract may be amended only by written instrument approved by the Crestview City Council and signed by the City Clerk and Contractor.

2. Intent of Contract:

This Contract shall include all work incidental to the supply and laying of approximately 4,875 tons of Type "S.P.-9.5" asphaltic concrete material or equivalent to be paid for by the ton, a bid that includes several different street locations. Contractor will be responsible for traffic management and will provide a schedule to the city for public service announcements. The construction sites will require complete cleanup upon completion.

3. Term of Contract and Time Extensions:

3.1 The Work will be substantially completed within 60 days after the date when the Contract Time commences to run as provided by the Notice to Proceed date.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is not substantially complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense

and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500.00 (Five Hundred Dollars) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer.

4. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract.

5. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, and Auto Liability Insurance, all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. All binders, policies, or certificates of insurance shall provide for at least thirty days' notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

6. Indemnification:

Contractor covenants and agrees that they will indemnify and hold harmless the City and all of its officers, agents, and employees from any and all claims, losses, damages, costs, charges or expenses arising out of any act, action, neglect, or omission by Contractor during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be liable.

7. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by the City or otherwise by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising there from.

8. Performance of Work/Responsibilities:

The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Service Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in "Description of Work".

9. Termination for Default:

The Contract will remain in force for the full period specified and until the City's Public Services Director or his designee determines that all requirements and conditions have been satisfactorily met. However, the City Public Services Director will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Public Services Director decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Public Services Director will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Public Services Director.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Public Services Director or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Public Services Director terminates the Contract.

Except as otherwise directed by the City Public Services Director, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Public Services Director), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

11. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Public Services Director in whole or in part whenever the City Public Services Director, in his discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Public Services Director giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

12. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

13. Miscellaneous:

13.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

13.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

13.3 PUBLIC ACCESS. Contractor 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 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 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 the 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 the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. If Contractor has questions regarding the application Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:

**City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org**

- f. 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.

13.4 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Crestview's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

13.5 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

13.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

13.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

13.8 The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that Contractor shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
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 contractual services that are under bid 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 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.

IN WITNESS, WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this day of _____, 2018.

Date: _____

Contractor: _____

Signed by: _____
(Authorized Representative)

Date: _____

By: _____
J. B. Whitten, Mayor

ATTEST:

Elizabeth Roy, City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney



END OF SECTION

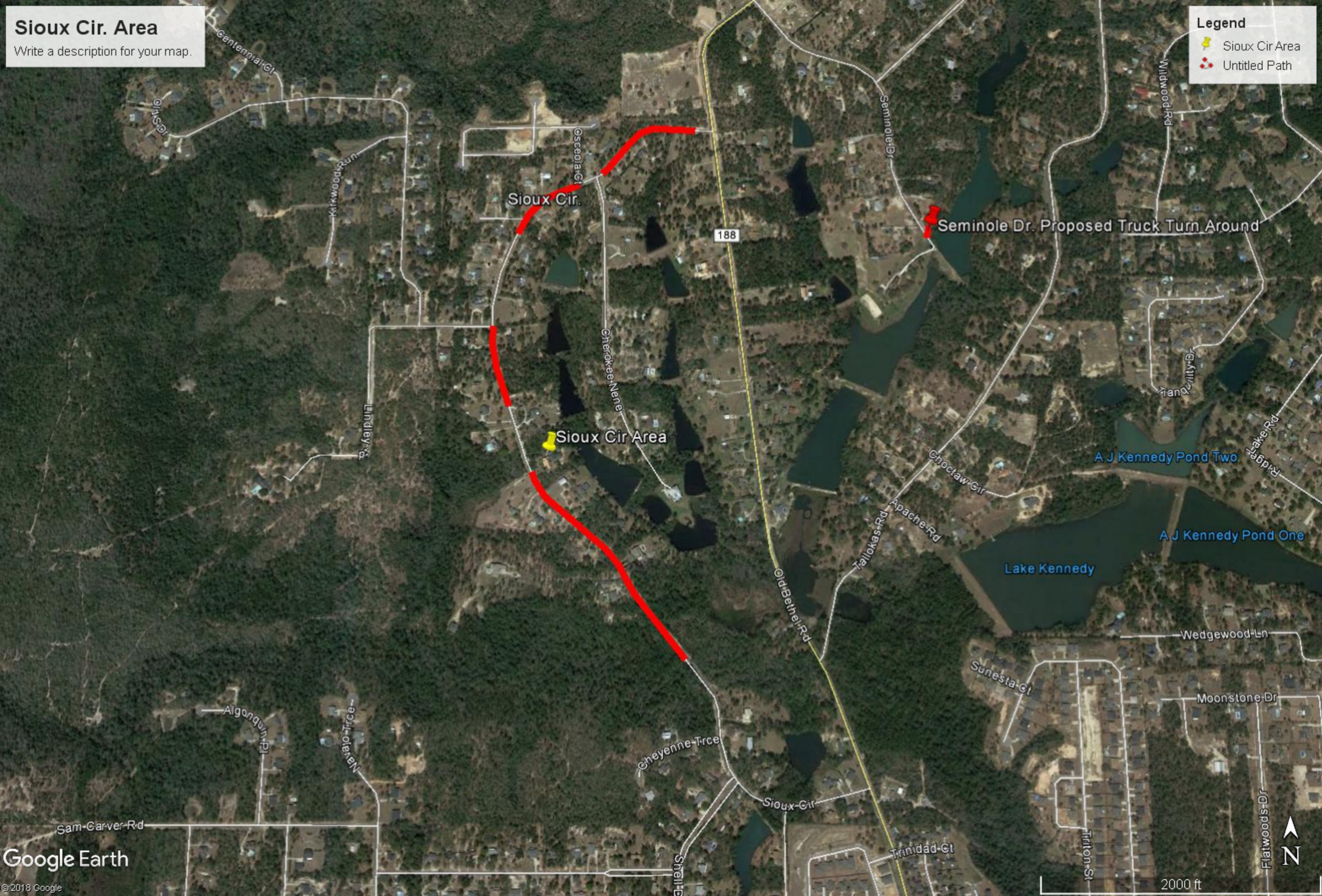
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Sioux Cir. Area

Write a description for your map.

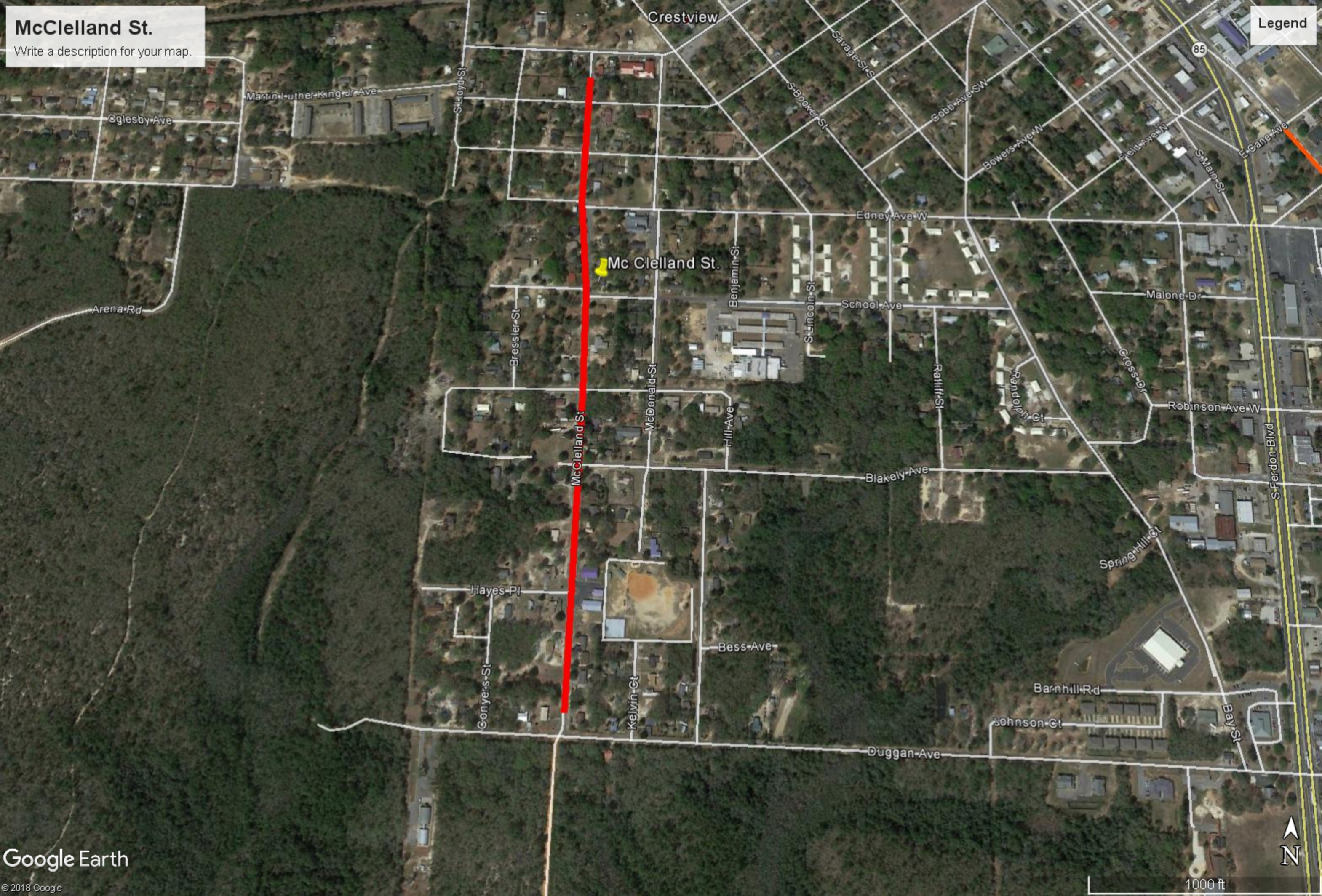
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-  Sioux Cir Area
-  Untitled Path



McClelland St.
Write a description for your map.




Legend



S. Lincoln St.

Write a description for your map.

Legend

-  Mc Clelland St.
-  S. Pearl St. From Cain to Aplin Rd.
-  Untitled Path



Google Earth

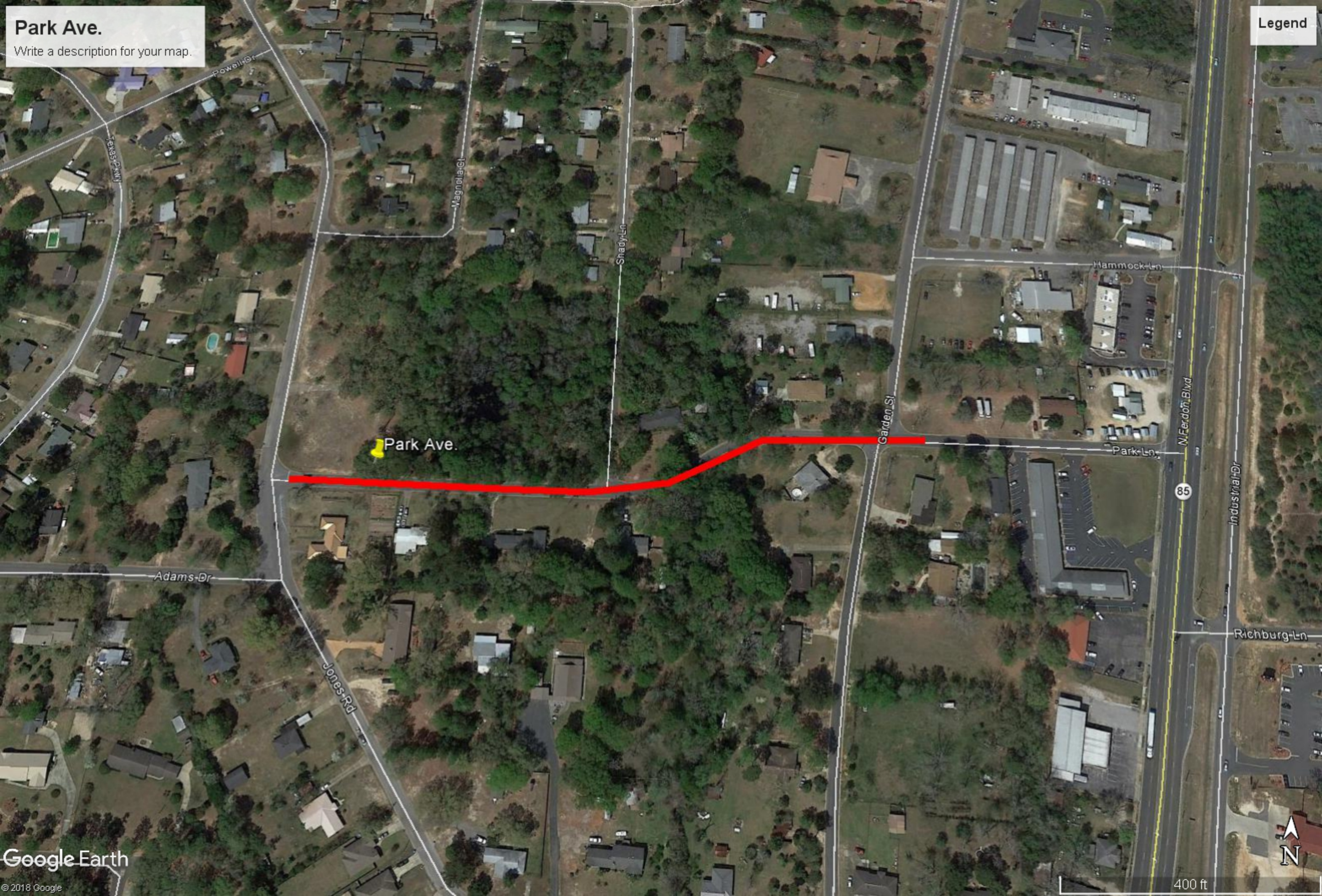
© 2018 Google

500 ft



Park Ave.
Write a description for your map.

Legend



Jones Rd / Park Ave

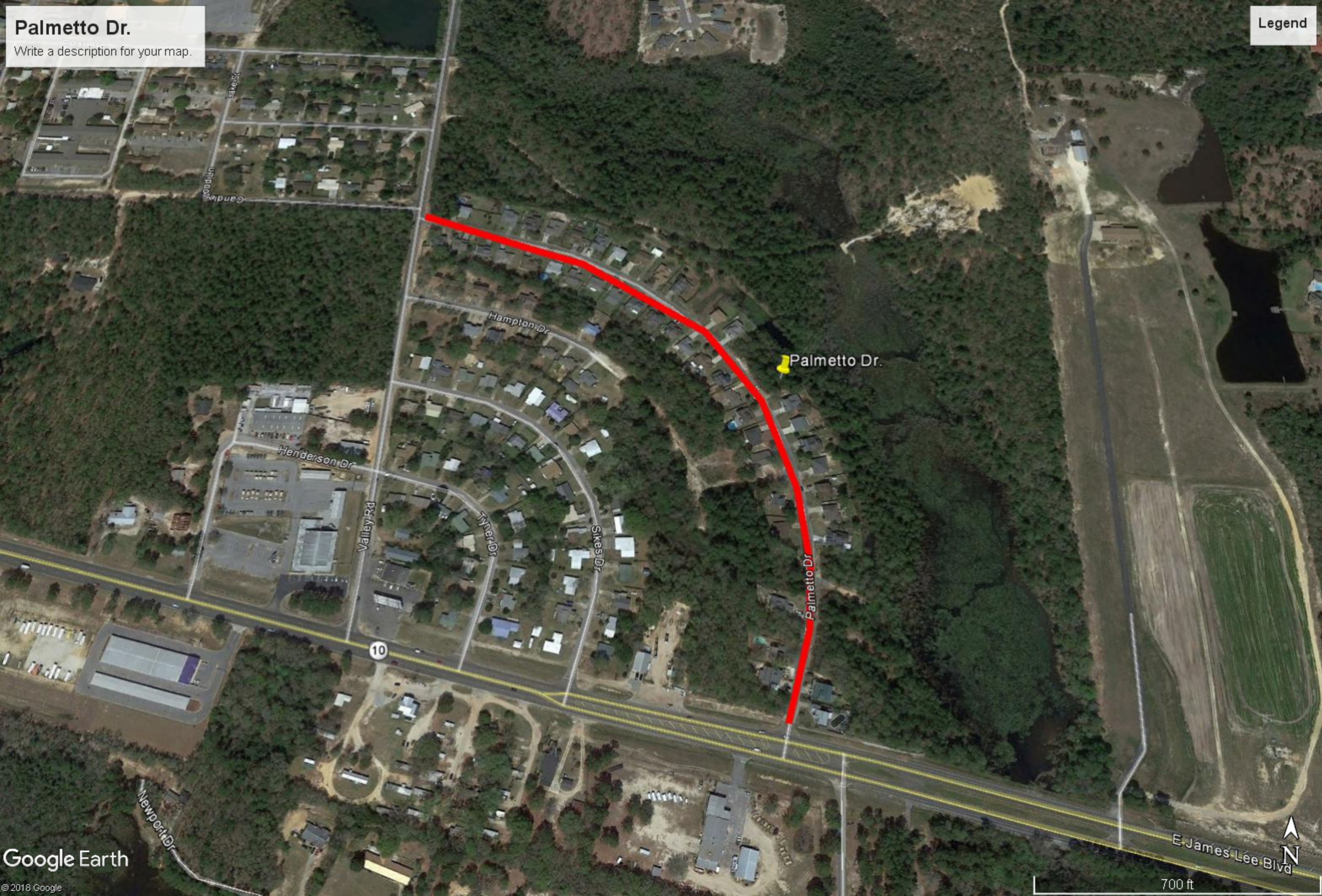
Write a description for your map.

Legend



Palmetto Dr.
Write a description for your map.

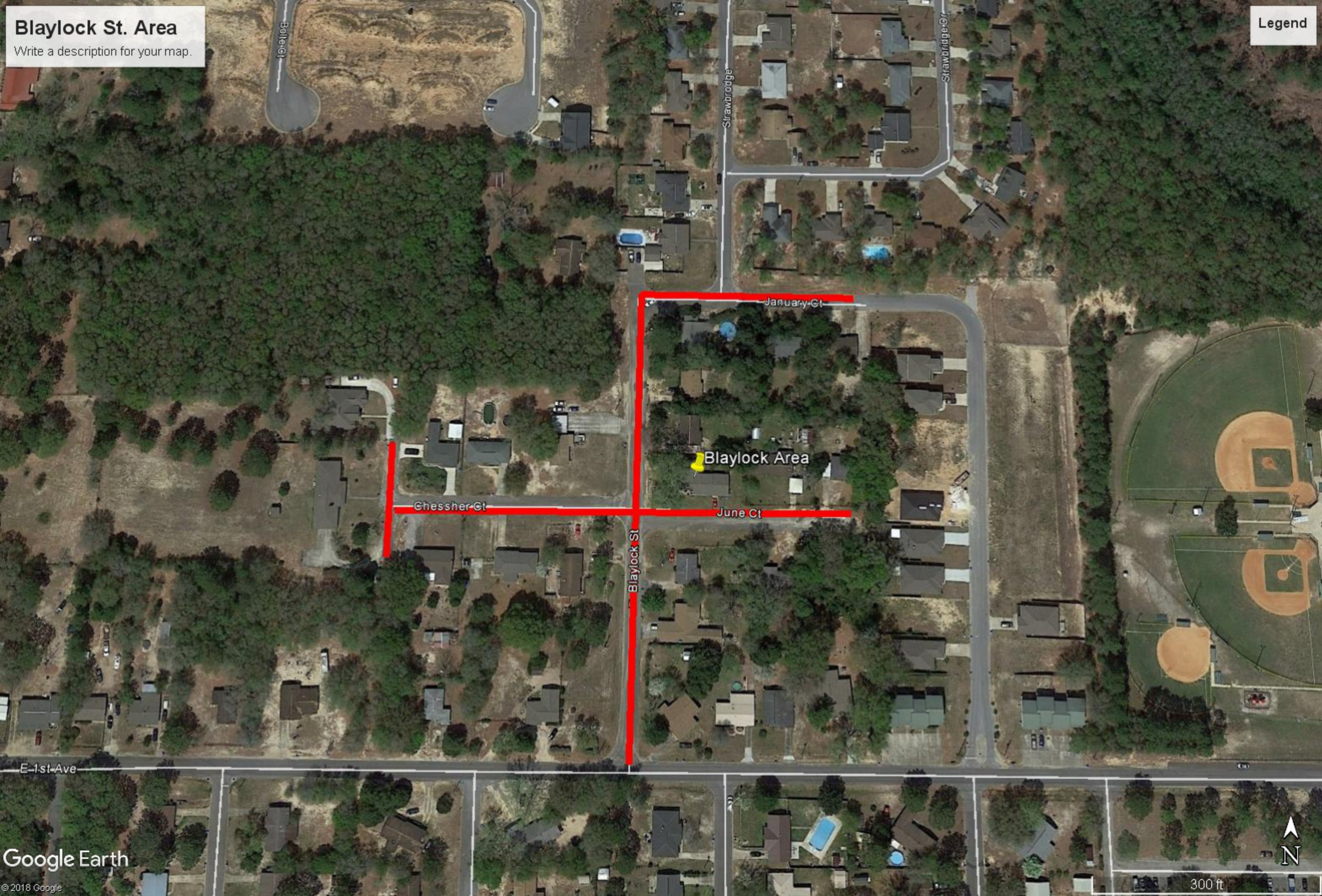
Legend



Blaylock St. Area

Write a description for your map.

Legend



Blaylock Area

Chessher Ct

January Ct

June Ct

Blaylock St

E 1st Ave

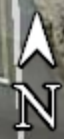


300 ft

Henderson Dr.

Write a description for your map.

Legend



City Hall Area

Write a description for your map.


Legend

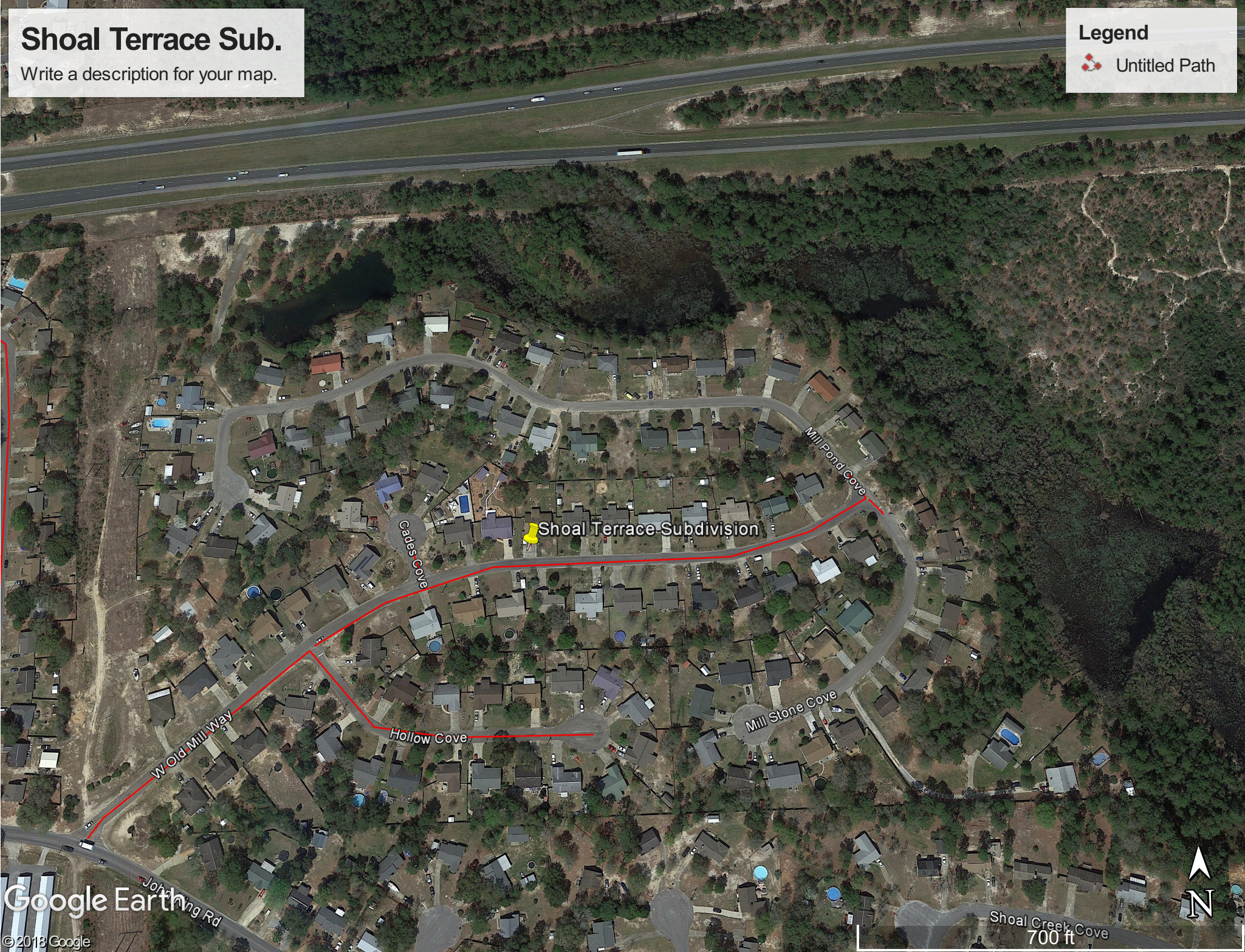


500 ft

Shoal Terrace Sub.
Write a description for your map.

Legend

 Untitled Path




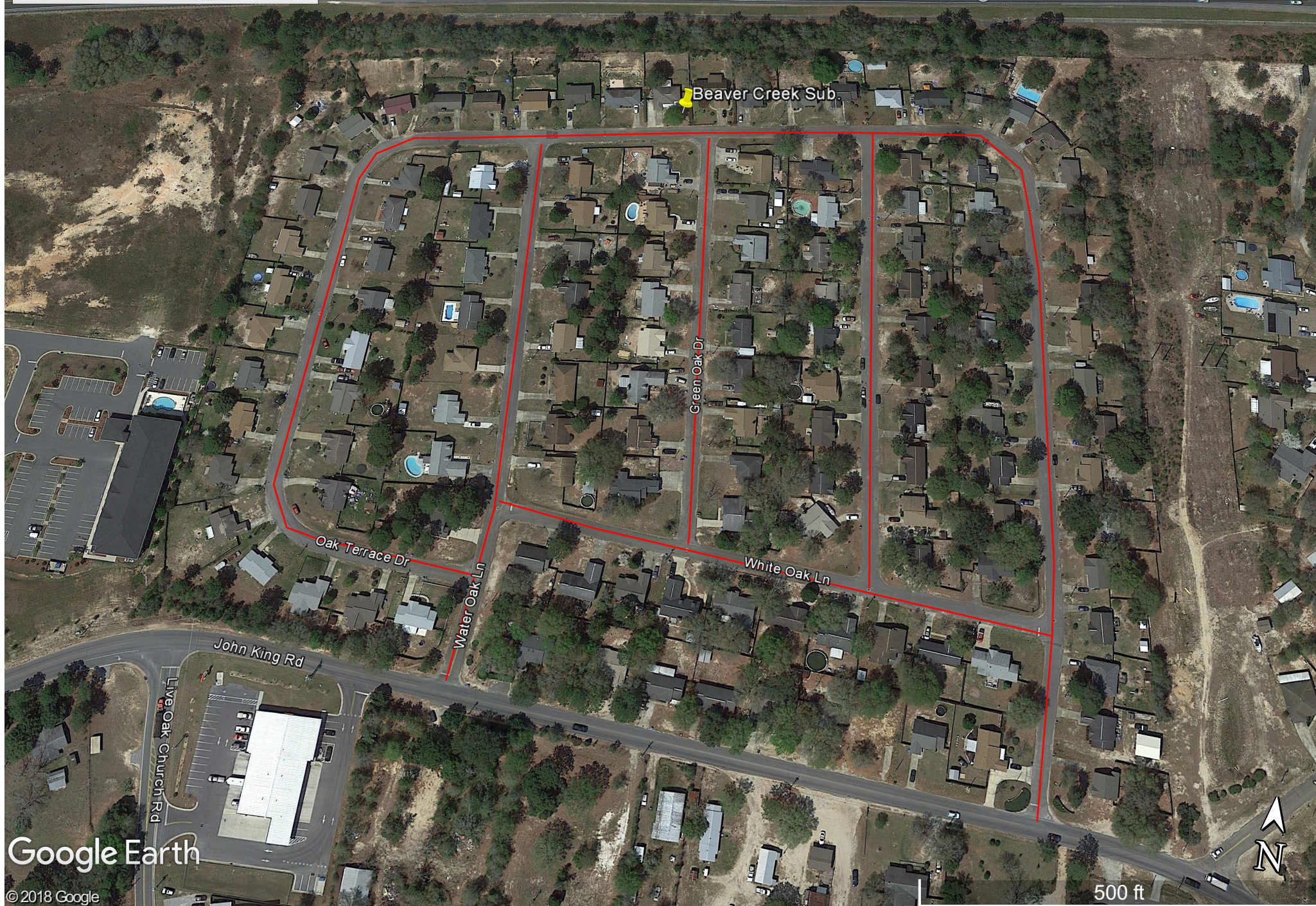
Shoal Creek Cove
700 ft

Beaver Creek Sub.

Write a description for your map.

Legend

 Untitled Path



Google Earth

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500 ft

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